Public Document No. 40

ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION.

FOR THE YEAR ENDING DECEMBER 31, 1912.

BOSTON:
WRIGHT & POTTER PRINTING CO., STATE PRINTERS,
18 POST OFFICE SQUARE.
1913.

Approved by
The State Board of Publication.

WILLARD HOWLAND, Chairman.

RICHARD P. BARRY.

CHARLES G. WOOD.

BERNARD F. SUPPLE, Secretary,
Room 128 State House, Boston.

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TWENTY-SEVENTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The twenty-seventh annual report of this Board reviews its activity during the year 1912.

The year had scarcely begun before certain of the workpeople at Lawrence and other places became disorderly. Assured by organized labor that no trouble would result therefrom, the Legislature had limited the week's work of women and minors in manufacturing establishments to 54 hours. The desired law went into effect January 1, and was made the occasion of textile troubles by disturbers outside the labor movement. Otherwise the relations of employer and employed were in the main peaceful.

Order is the bond of society; its maintenance is of prime importance in times of tumult. There will always be labor disputes and they are not incompatible with the friendly accord which seeks a mutual adjustment and accepts the mediation of a peacemaker. The bond of industry is agreement; organized labor and most of the employers know it, and when both parties to an industrial controversy desire it, the cause is settled or may soon be terminated by applying the means at hand. When but one party is so inclined, patience is required on the part of all concerned, and there is

no opportunity to exercise it when the social structure is threatened. The trade agreement, which contemplates the future, is an instrument of industrial peace. Several hundred trade agreements exist in Massachusetts. The good they accomplish and the evil they avert are inestimable. A good understanding often supplies the lack where the terms have not been committed to writing as the result of collective bargaining.

Collective action supposes the organization of one side or both. The older labor unions and those affiliated with them or following their lead, constituting the labor movement of this State, are pledged to peaceful negotiation. Not easily nor often nor long can they be diverted from their purpose or deceived by a false leader, and he is quickly repudiated when discovered. A revolutionary society composed of workmen is not a labor organization whatever may be its appeal to the people, and its method of exciting to action latent animosities and clouding good counsel by imputing evil is not that of the labor movement. The true labor union and the spurious are distinguished by their motives of organization. So, also, an association of employers organized for strife rather than peace is to be reprobated as inimical to order.

Good will on both sides and laudable association require but a single step further to complete the organization of an industry, and that is the trade agreement, which establishes comity between the parties and eliminates strike, lockout and the dangers incident to unwise or vicious leadership. The enthusiasts for social uplift might well devote their efforts to such a purpose, assured by the visible results of an experience

gained outside the realm of capricious innovation that the safety of society will materially improve as industry, which supports it, approaches perfect organization, in which employer and employed are appreciative of each other's rights.

A corollary to the trade agreement is perceived by the employer who becomes a party. He finds he has created a new department in the business, as important as any of its financial and merchandising branches. He is now his own superintendent of the department of labor relations; no longer like a chauffeur who merely guides, but more like the mechanician who maintains a going concern by adjusting the parts so as to prevent or remedy derangement.

The earlier work of the Board was mainly conciliative; it fostered trade agreements throughout its existence, and induced mutual settlements in such terms as have prevented the recurrence of hostility.

Disturbances that attract attention bear a small ratio to the potential strikes that are settled without clamor under the operation of the law. These in turn become examples for the settlement of other cases that never come to official notice, and the ease with which accord is effected has produced in some quarters such amity that differences seldom arise.

Applications to the number of 115 were received. Under the statute of 1910, chapter 445, as amended by statute of 1912, chapter 545, there were 3 requests for the Board to determine whether the petitioners were carrying on business "in the normal and usual manner and to the normal and usual extent." The differences in 5 other cases were terminated by agreement of the parties, following the Board's advice. The other 108 were joint applications for arbitra-

tion. Of these, 1 was abandoned by the parties, 13 were settled mutually and there are 3 now pending The remaining 90 cases were determined in 76 awards, similar cases having been grouped when expedient. The following pages state these awards, the conciliations effected, and some of the cases in which the Board mediated with a view to inducing a mutual adjustment.

REPORTS OF CASES.

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LONGSHOREMEN — BOSTON.

On the 8th of December, 1911, landsmen engaged in the work of loading and unloading cargoes asked for an increase in the rates of wages, the main advance being from 30 to 40 cents per hour for day work and 40 to 50 cents per hour for labor performed between 8 P.M. and midnight. The employers and the workmen conferred by committee on the 18th and 28th of December, but no agreement was reached.

The employers claimed that longshoremen's earnings were much better than the wages of similar occupations, since longshoremen who were willing to work steadily were then making as high as from $15 to $40 per week, according to their respective duties. The men pleaded the high cost of living; the employers reasoned from the diminishing and uncertain export trade of Boston, that to further hamper the shipping business by advancing the existing wage scale was without justification in that the expenses of moving cargo at this port were already higher and the profits lower than in competing ports. The employers, moreover, complained of the union's complicated rules, under which a steamship might be discharged or loaded — rules which were unlike those of other ports and further increased the costs of handling cargoes. For these reasons the transatlantic steamship lines and master stevedores declined to grant any increase in the wage scale.

The foregoing reasons were stated in detail on January 4 in a letter to the Boston Longshoremen's Trades Council and the longshoremen quit work and organized a strike.

The Board had offered to mediate in negotiating an agreement, but the spokesman of the longshoremen's committee declined the offer. Subsequently, a difference of opinion arose in the deliberations of the workmen and a disposition to avail themselves of the Board's ministrations was orally expressed, and a vote passed to that effect. The Board thereupon issued the following invitation: —

To the Members of the Transatlantic Steamship Conference and Employees represented by the Executive Committee at District Assembly 30 (Orig.), K. of L., Boston, Mass.

Gentlemen: — The Board is of the opinion that the difficulty between the longshoremen and their employers should be submitted to a board of arbitration, either State or local, as provided by law.

At the outset of the dispute this Board tendered its services. Neither party informed the Board that its services were desired and the dispute, which resulted in a cessation of labor by a large number of longshoremen, is unsettled. The public interest suffers by this condition of affairs, which could result in irreparable injury. The Board is informed that the controversy includes a question of wages, which is eminently proper to be submitted to arbitration. The Commonwealth provides the means for such submission in a Board to be chosen by the parties, section 16, chapter 514, of the Acts of 1909, as follows: —

Section 16. The parties to any controversy described in section thirteen of this act may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall have and exercise, relative to the matters referred to it, all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the contro-

versy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten dollars for any one arbitration.

There exists, therefore, no reason why the parties to this dispute should not at once select a tribunal to pass upon its merits. The parties have a moral obligation to the public they are privileged to serve, which obligation requires this action on their part. To this end the Board invites the parties to a conference at the office of the Board in the State House, Room 128, at 3 o'clock in the afternoon of this day, or at such hour to-morrow as may be mutually agreed upon. Each party is requested to notify the other and the Board of his acceptance or rejection of this proposal.

Yours respectfully,

Bernard F. Supple, *Secretary.*

The purpose of this proposition was to devise a method of settlement rather than to suggest the terms. A prompt reply was received from the employers which stated the points of controversy, the various contentions and the efforts made to settle which, as yet, had borne no fruit; that the employers had proposed the arbitration of this Board at the last meeting, and that it had been vigorously opposed by one of the committee. The letter concluded by saying, " In view of the facts as above stated, it is the unanimous opinion of all representatives of steamship lines and master stevedores that no good purpose can be served by such a meeting, as you kindly suggest." On the 15th an acknowledgment of the

above letter was received from the Boston Longshoremen's Trades Council, saying that "the workmen would submit their grievances to any arbitration board composed of five members" appointed in the usual way.

In view of statements made by misinformed persons, the Board communicated with the employers and received the following reply: —

Mr. Bernard F. Supple, *Secretary, State Board of Conciliation and Arbitration, State House, Boston, Mass.*

Dear Sir: — I am in receipt of your letter of the 7th inst., together with clipping from the newspaper, which I duly placed before the steamship committee at a meeting held this morning. I was instructed to inform you that there is no authority for the statement made before the legislative committee that the steamship interests have lost their confidence in your Board, the fact being that the contrary is the case.

I am respectfully yours,
John Wylde, *Honorary Secretary,*
Transatlantic Steamship Conference.

The strike lasted until February 13, when the men returned to work at the former schedule of wages, their committee having become more deliberative through the withdrawal of a belligerent member.

TEXTILE WORKERS — LAWRENCE.

The year 1912 opened with a disturbance of labor in the textile mills of Lawrence which resulted in a stoppage of work for more than two months. The strike was based upon changes inaugurated by the passage of a law. It was the first instance in Massachusetts of organized disorder exploiting

the claims of workpeople for the purpose of securing their adhesion and of enlisting public sympathy, while it assailed organized labor and defied authority. It grew rapidly from many causes; but the occasion was a diminution of their earning capacity. The workmen foresaw that their week's work would be reduced two hours because of a law so reducing the labor of women, and it was urged that the mills should raise the rates per hour. A general strike resulted on January 11 to enforce the claim.

Before that day, however, there was a strike to enforce a demand for the shorter week in the Lawrence Duck mill, where men only were employed at weaving. On December 29, 1911, a delegation of weavers had a conference with the treasurer of that mill and, learning that no change of time was required by law or contemplated by the directors, quit work on January 1, 1912. On January 9 about 70 of the Duck mill operatives joined the Industrial Workers of the World.

The labor code of 1909, chapter 514, in section 48, reduced the week's labor of women and children two hours. When it went into effect in 1910 the notice required by law was accompanied in the Lawrence textile mills by a statement of new wage rates that would leave their earnings intact. Changes in the hours and rates of pay were extended to male operatives of all the textile crafts. By an amendment in 1911 a further reduction of two hours took effect on the first day of January, 1912, but the notices required by law did not state further, as before, how the shortened time would affect the wages of women and children, and that changes in the time and earnings of others were involved. The employers intended to diminish the work time of all hands without

readjusting their earnings, and deemed that the omission of wage rates signified in itself that no other change was proposed. So thought some of the skilled workers, also, but in the last fortnight of 1911 they sought definite information and obtained a suggestion of the intention, which soon spread to all quarters. Efforts were then made by several workmen's organizations to secure a conference on wages. The requests were mostly ignored or refused, and when interviews had been secured the officials avoided the responsibility of saying what would not or could not be done. The foreign operatives outnumbered the English speaking and few, if any, were members of an ordinary trades-union.

The Industrial Workers of the World are an organization whose aim is revolution. Between it and the federated trades-unions there is a natural and a mutual repugnance. It had previously obtained in Lawrence a slender membership, whose presence was hardly felt. The I. W. W., as it is popularly called, denounced the exclusive character of crafts as a barrier to concerted action, and claimed for itself the more generic title of industrial, since it included in its unit of organization individual workers from all the crafts and branches of an industry. Such claim rendered it more attractive to a large number of foreign-speaking employees, who joined in the early period of alarm. For practical purposes the several nationalities met in separate sections. About 2,500 textile workers affiliated with the trades-union movement were distributed through 10 organizations. These had conferred with the employers in the past and were still inclined to do so; but there was little or no joint action between the various crafts except in the Central Labor Union,

a body of union delegates. The trades-unions in times of excitement do not increase in the ratio of the I. W. W.

In the absence of a conclusive declaration, whether the employers would readjust rates so as to prevent loss of pay, some of the foreign-speaking mill hands met and assigned a strike to the next pay day, contingent upon diminished earnings. Some mule spinners and backboys in the Wood worsted mill quit work before that day. On Thursday, January 11, in the afternoon, a general strike, noisy but not violent, began, with 1,750 weavers quitting their looms in the Everett cotton mill and 100 spinners leaving their work in the Arlington mill. The next day was one of riot in other mills. Machinery was stopped by the employees in several departments of the Washington mill and workers reluctant to leave were driven from the rooms. The police came in relays, responsive to several calls, and quelled the disturbance in that place. The employees then marched with flags to the Wood mill, where, having overpowered the gatemen, they forced an entrance and rushed from room to room shutting off power and compelling workers to leave their machines. Another group of weavers left the Everett mill. After breaking windows in one of the mills they marched with new strikers to the I. W. W. headquarters and organized a strike committee, including three from each nationality and operatives from every mill and department, which telegraphed for a leader to the general executive board of the I. W. W. at New York, and protested against newspaper statements that dynamite was to be used. Joseph J. Ettor appeared the next day upon the scene in response to their request. Several meetings were addressed by him on Saturday the 13th; the Everett mill

closed; the mayor of Lawrence addressed a mass meeting and counseled the appointment of a committee to negotiate a settlement, to be assisted by such a committee appointed the night before by the city government. The I. W. W., having acquired predominance, accepted the adhesion of all comers. Ettor was elected chairman of the strike committee on Sunday, January 14, and the following demands were given to the public: (1) 15 per cent. increase in wages, reckoned for 54 hours; (2) double pay for overtime work; (3) abolition of the premium or bonus; (4) no discrimination against strikers. The premium or bonus system was a graduated scale of prizes for efficiency or punctuality, against which the unions were not disposed to protest, but during the week some of their skilled workmen joined the strike. Others who did not strike were idle through fear or lack of work. The loom fixers had no looms to adjust; the mule spinners ceased because of unfavorable conditions.

On Monday, the 15th, the strikers surrounded workers endeavoring to enter the Washington mill and, having persuaded some to join their ranks, marched to the Pacific mills and Atlantic mills, where they were held in check by streams of water from lines of hose until the police and militia effected their dispersal. On that day the city council and strikers conferred by committee.

At the beginning of the strike the Board communicated with the mayor and was informed that there was no difficulty that could not be composed by influences then in operation. Though Ettor's speeches afforded little hope of success, and his many activities scant opportunity for an interview, the Board on January 16 sent its secretary to Lawrence with an

offer of mediation. He met members of the city government at the police station, from which the following statement of the mayor was issued: —

> So far the city council has been unable to arrange a conference with the mill officials. President William M. Wood, of the American Woolen Company, says that the American Woolen Company is not responsible for the conditions here. He declares that there is no strike here, but just mob rule, and that they would be only dealing with men who destroy property and who are in no frame of mind to discuss conditions.

After much delay an alderman at nightfall escorted the secretary of the Board to the city hall, where there was a mass meeting of strikers. The alderman informed their agents of the employer's attitude, which started an animated discussion, and when the gathering dissolved the secretary met the strike leader. Mr. Ettor accepted the Board's mediation, saying that if the companies were loth to treat with him, a committee would be sent to any conference of parties the Board might arrange, and though he might in such event be compelled by acclamation to accompany the committee, it would be only in an advisory capacity. His consent to a conference was stated to the press in explicit terms by the secretary, and Ettor in subsequent interviews stated to the press with equal exactness that he had not consented to arbitration. Both statements were true; for consenting to negotiate is not submitting to anybody's judgment. A conference of parties endeavoring to agree differs essentially from pleading before a tribunal selected to determine a controversy by its decision. The statements, however, were represented as contradictory, and the inferences that ap-

peared in the next day's papers foreclosed an opportunity for convincing consultations.

At the end of an interview with the directors of the American Woolen Company which lasted three hours, on January 17, the attitude of this employer was presented to the Board in writing, dictated by the president, William M. Wood, as follows: —

> It is a very unusual condition that prevails at Lawrence. We are advised that those of our employees who have left the mills were virtually driven out by mob violence created by outside agitators from other States. It has always been the policy of the American Woolen Company to meet its employees for the adjustment of any grievance whenever they have requested it. This is the position of the company to-day. When law and order again prevail in Lawrence and the period of agitation and excitement has passed, we shall then be pleased again to meet our employees if they desire it.

The American Woolen Company, in a letter addressed "To our Employees," on January 19 and signed by the president, expressed surprise that they had sent no statement of grievance, no demand and no notice of intention to remain away, either before or after the beginning of the strike; discussed the newspaper statements of the difficulty, and pleaded inability to comply with the demands that had been published. The letter appealed to them to return to work and promised a "square deal" to all concerned, with increase of wages unasked so soon as business conditions might warrant it, saying, also: —

> You are being advised (so I am informed) by men who are not and never have been employees of the company, and who do not live in this State and are strangers to you. They are strangers to me, also, and I know of them only by report. They do not know the

history of your relations as employees with this company. But you and I, on the other hand, are members of the organization. We all of us have been getting our living from the company.

On Saturday, January 20, at the noon hour, twenty-eight sticks of dynamite concealed in three places were found by the State police. The strikers said the sticks were "planted" with intent to discredit them. Subsequently, a noncombatant was charged with the deed and convicted of conspiracy to injure.

The Board went to Lawrence on January 20 and proposed to the agents of the American Woolen Company that the parties to the controversy confer by committee in the presence of the Board, each committee having the privilege of bringing to the conference such persons as it might desire for assistance and advice. The American Woolen Company reserved its assent until a reply should be obtained from the other employers. The Board then met the agents of all the other employers except the agent of the Lawrence Duck mill. These objected that the diversity of product and conditions excluded the idea of collective action. The Board urged that the general question of how best to settle was proper to consider collectively, that the proposed conference might result in a good understanding upon the method to pursue, and that if such understanding should be that separate negotiations would best conduct each employing company and its employees of various crafts to separate settlements in the several mills, a distinct stage of progress would be reached which would simplify subsequent negotiations. The mill agents objected that while a general conference on the general aspects of the strike might logically go before a diversity

of conferences on separate agreements, the other proposition accorded best with their latest instructions, which they certainly would not exceed; moreover, the proposition of several negotiations was already in the care of a citizens' committee co-operating with the mayor.

On Sunday the 21st the city council and the citizens' committee conferred with the strikers in a meeting at the city hall, at which the mayor presided. The mayor stated the employers' and the citizens' plan of separate conferences with or without the assistance of the Board. The loom fixers, mule spinners and sorters stated that they were idle against their will. One of the skilled operatives, a trades-unionist named Russell, said that "Ettor held the question of a settlement in the hollow of his hand," and, turning with eloquent exhortation to the strike leader, begged him to consent to the plan. Ettor disclaimed the power attributed to him, and said he had no objection to the proposition of separate conferences, but would submit it to the mass meeting. Such conferences with the several mills would mean, he said, conferences by departments, crafts and nationalities; but the strikers themselves would determine what to do, not he. The determination whether theirs or his, was manifest on the occasion of the Board's next visit to Lawrence.

The employees replied to the company on January 22 in a letter signed "Strike Committee," addressed to Mr. Wood, setting forth several ineffectual attempts to confer with the company on January 3, and stating that they had sent a letter to him which remained unanswered. The strike committee's letter cited new construction and improved machinery and increased per-capita output as evidence of

prosperity and ability to pay better wages than $6, $7 and $8 a week. The letter complained of the militia and police and concluded with a statement of the four demands.

Though it had been easy to assemble agents having no authority in strike matters, it was difficult to secure a collective response from the controlling offices in Boston, and none would consent to any course without the others; but the Board persisted in every effort that afforded a hope of resolving the difficulty. The following letter and the statement it enclosed, while expressing the general attitude of the companies regarding a mutual settlement, went further in that it proposed on the part of one employer to submit the whole dispute to the judgment of an impartial third party: —

Boston, January 23, 1912.

Hon. Willard Howland, *Chairman, State Board of Conciliation and Arbitration, State House, Boston, Mass.*

Dear Sir: — In response to your telephone inquiry yesterday afternoon, you will please find enclosed herewith a copy of a statement that has been issued to-day by our agent at Lawrence, who has been given full power to act for the corporation in all matters relating to the existing conditions in Lawrence. We commend this to the favorable consideration of your Board.

Respectfully yours,

Arlington Mills,

By Franklin M. Hobbs, *Treasurer.*

The enclosure was: —

To our Employees.

The management of the Arlington Mills deplore the unfortunate conditions existing in the city of Lawrence. We know of no alleged grievances among our employees that could not, we believe, have been settled by a conference of a committee of their own number with the agent.

If a settlement by such a conference cannot now be had, owing to existing conditions, we on our part are willing to submit all questions that may be at issue to the State Board of Conciliation and Arbitration for final adjustment.

ARLINGTON MILLS,
By WM. D. HARTSHORNE, *Agent.*

LAWRENCE, January 23, 1912.

Ettor's comment on this announcement left no doubt concerning the determination to exact an unconditional surrender: "We have the operators licked. They now realize it and offer to arbitrate. We refuse to arbitrate or compromise our demands. We will not submit to any conciliation."

On that day the mayor of Lawrence and an alderman appeared before the Board to arrange concerted action. The Board had been in communication with all the companies and was confident from their several responses to inquiries that while none was willing by taking the lead to appear eager for a settlement, all would respond to an invitation to meet the employees in conference. Such a conference would clarify the minds of all parties, indicate with precision the difficulties to overcome, and might result in a final settlement by agreement or in an agreement to leave the final settlement to arbitrators. The city's representatives were confident of securing the presence of the strikers' committee. A conference was then assigned to the evening of the next day following at the city hall in Lawrence, and the parties were so notified. The chairman informed the president of the American Woolen Company that "the Board had reason to believe a committee of strikers would be appointed to meet the agents of the respective mills at the city hall at 7 o'clock to-morrow evening (Wednesday the 24th), and desired that

all the agents should be directed to attend such conference, with power to make necessary arrangements to settle the dispute."

The Board was already on its way to the conference; but the employers having received from Lawrence information that the strike committee would not appear at City Hall because of business elsewhere, so advised the resident agents and sent the information to the Board room. One of the employers, satisfied with what he deemed good authority, "postponed" the conference that the Board had arranged and announced that it would be held "to-morrow night." The Board, learning this just before the meeting, renewed its invitations, and some of the agents came to the mayor's office in response to persistent urging, but only to say that they could take no part in a conference. While they remained they did not enter the aldermanic chamber where Messrs. Joseph J. Ettor and William D. Haywood and their followers had assembled. The proposition which had been rejected on the previous Sunday, and which was all that the mill agents could be induced to say, was discussed; but in every suggested form the strikers declined as before to convert the general strike into a group of settlements and refused to return to work pending a final settlement by arbitration.

The next day, January 25, the American Woolen Company recognized the representative character of Ettor and his committee by conferring with them in Boston. No agreement was reached, and Ettor announced to his constituents that "All peace negotiations are off. There will be no parley, no armistice, no truce; but a fight to a finish." On the 25th, also, the Governor recommended a legislative in-

vestigation, which began the next day, and on the 29th he sent a letter to both parties, requesting the strikers to return for thirty days to their former occupations pending a peaceful settlement, and requesting the companies to pay for that period the wage rate demanded. The legislative committee found that the strikers represented in trades-unions were willing to confer with their respective employers, and that the I. W. W. influence preferred one general strike to several separate adjustments. The trades-unions and the companies believed that a dispute in any department should not be determined by workers from other mills and departments unfamiliar with the performances under consideration. This difficulty as viewed by the employers was stated on February 10 by Mr. Ellis of the legislative committee in a telegram to W. D. Haywood, chairman of the strike committee *vice* Ettor, arrested: "Because of the diversity of products and the varying conditions, it seems impossible to them to deal with the matter of a general conference, at least until it appears that a fair effort has been made by the employees to deal separately with the several mills." The trades-unions resolved to respond immediately to Mr. Ellis's suggestion; accordingly, on February 12 and during the next few days they specified the grievances at the several mills and the relative demands and sent them to the respective managements with requests for conferences between the companies and the companies' own employees. In this they had the assistance of the Central Labor Union of Lawrence. The demands differed widely. Increase of pay was requested, as for example: all mule spinners, 4 per cent.; web drawers in the Wood mill, 4 per cent.; in the Arlington, 10 per cent.;

in the Pacific, 15 per cent.; weavers generally, 15 per cent., but in the Wood and the Pacific, 20 per cent.; carders and pickers in the Arlington, 7½ per cent.; slasher-tenders, 15 per cent. in the Arlington and 20 per cent. in the Wood.

Abolition of the premium system was in some instances requested, in others ignored; the jack spinners of the Arlington requested it and made similar demand of the Pacific and Wood mills; it was demanded by the carders and combers of the Arlington, but not by the Arlington weavers. Weavers, menders, burlers and speckers asked it in the mills of the American Woolen Company, but not the carders and combers.

Fifty per cent. extra for all overtime work was requested in one mill or another by all web drawers and warp twisters, perchers, shippers and packers, slasher-tenders and helpers, warp dressers, beamers and Scotch warpers.

The general demand of dyers and finishers was 20 per cent. extra for overtime on secular days, 50 per cent. on half holidays and 100 per cent. on Sundays and holidays.

The lists had been prepared with great deliberation and the number of demands varied from 2 to 30.

After waiting several days in vain for answers, and receiving no suggestion from any quarter that their demands might be considered if revised, the hope of the trades-union operatives gave way to disappointment, which the public shared. The reticence of the employers was deemed to signify that they required unconditional surrender; further overtures would be futile under any auspices. The United Textile Workers of America, representing some of the unions interested and co-operating with the Central Labor Union, issued a statement protesting against the employers' delay, alleging

bad faith and predicting substantially that the general strike would extend to the skilled workers, " who had exhausted all conservative means," and result in the defeat of the strikers and " the greater exploitation of those who are at work."

The strike had lasted a month; the concerted and individual efforts of public-spirited citizens had demonstrated that peaceful measures were contemned. The good offices of State and city officials were misrepresented in a proclamation to the striking textile workers of Lawrence which said: " The city of Lawrence and the State of Massachusetts have become the creatures of the mill owners." And, further, after denouncing the local presiding judge, the police and the militia: " The city government has denied the strikers the right to parade through the streets. They have abridged public assemblage by refusing the strikers the use of the city hall and public grounds for public meetings. They have turned the public buildings into so many lodging houses for an army of hirelings and butchers. . . . The Massachusetts Legislature has refused to use any of the money of the State to help the strikers. They have voted $150,000 to maintain an army of 1,500 militia men to be ready to shoot down innocent men, women and children who are out on strike for a living wage. They have refused to use the power of the State for the workers. They have appointed investigating committees, who declare, after perceiving the signs of suffering on the part of the strikers on every side, that there is no trouble with these people."

The general strike was destined to last a month longer, — sufficient to produce an ill-will that might never be placated. Riot and disorder were already rampant; and two lives

had been lost. Nearly 300 arrests, for more than 350 offences, were made in the two months of the strike. Sentence to imprisonment was imposed in three cases for two years; in 27 for one year; and in 24 for shorter terms. Fines were imposed: in 12 cases, $100; in 7, $50; and in 201, smaller sums. Force was required to maintain the public peace. The I. W. W. committee issued great proclamations. In its opinion the strike should extend to all trades and professions. The desired crisis had arrived. One "call for action," addressed to all the workers of Lawrence, said: —

> Workers, quit your hammers, throw down your files, let the dynamos stop, the power cease to turn the wheels and the looms, leave the machinery, bank the fires, shut the steam off, stop the engines on the tracks, tie up the plants, tie up the town. Great is the provocation, greater must be the answer of the workers to the employing class.
>
> Tie up the plants, tie up the town, tie up everything. The time has come, has come now. On to the general strike of all workers, of all professions, of women, men and children. Tie up everything. On to action.

Such language is not that of trades-unionism. A "tie-up" is not a strike but anarchy. The term "strike committee" was a misnomer; the "call for action" was an exposition of the constitution of the I. W. W., which declares: —

> The trades-unions foster a state of affairs which allows one set of workers to be pitted against another set of workers in the same industry, thereby helping to defeat one another in wage wars. Moreover, the trades-unions aid the employing class to mislead the workers into the belief that the working class has interests in common with their employers.
>
> These conditions can be changed and the interests of the working class upheld only by an organization formed in such a way that all

its members in any one industry or in all industries, if necessary, cease work whenever a strike or lockout is on in any department thereof, thus making an injury to one an injury to all.

Instead of the conservative motto, "A fair day's wages for a fair day's work," we must inscribe on our banner the revolutionary watchword, "Abolition of the wage system."

It is the historic mission of the working class to do away with capitalism. The army of production must be organized, not only for the every-day struggle with capitalists, but also to carry on production when capitalism shall have been overthrown. By organizing industrially we are forming the structure of the new society within the shell of the old.

Reconstructed "society" for obvious reasons is not described, but the I. W. W. assign it to the time when the "workers of the world shall take possession of the earth."

The presence of an influence that seeks by stealth to pervert normal relations and the occasion that will serve sedition with a plausible pretext, are not discoverable before open disorder is resorted to; nor can the drift and termination of the outbreak be foreseen. The employers did not know the nucleus around which their disaffected operatives clustered. They did not accuse themselves of the motives, misdemeanors and crimes with which they were charged; a sense of outrage rendered them unwilling to deal with such adversaries; and at critical times human defect, our common heritance, clouded their judgment of the course to follow. The department of labor relations was, and still is, conspicuously absent from their otherwise highly organized business. They were either rivals for the same market or acting in different spheres and without common interest. Not any cared to take the lead and set the pace for others, or be stampeded by them, and any interference other than that of

the strong arm of the law protecting property rights was odious to them. Concerted action was rare with them and far less perfect than among the workers.

The 22,000 strikers plus their dependents were about 59 per cent. of the city's population, and these were on the verge of destitution. The strikers sent hundreds of children away to parade the trouble and dwell in distant places. The sympathies of good people were stimulated by the spectacles of misery afforded by the temporary breakdown of society. Relief was sent from all quarters.

This Board was a careful observer of events and in communication with both parties, giving advice on occasion. Several conferences were had in the second month, which resulted on March 12 in the following agreement with the American Woolen Company: —

Time and one-quarter for overtime.

All people on job work, 5 per cent. increase flat.

All those receiving less than 9½ cents an hour, an increase of 2 cents per hour.

All those receiving between 9½ and 10 cents an hour, an increase of 1¾ cents per hour.

All those receiving between 10 and 11 cents an hour, an increase of 1½ cents per hour.

All those receiving between 11 and 12 cents an hour, an increase of 1¼ cents per hour.

All those receiving between 12 and 20 cents an hour, an increase of 1 cent per hour.

No discrimination will be shown to any one.

The premium being already adjusted to the 54-hour basis, it will be readily seen that an increase of 5 per cent. in the wage list is that much to the advantage of the weaver in more easily acquiring the premium. Premiums will be given out every two weeks instead of every four, as heretofore.

On March 14 the general strike came to an end by a vote declaring peace in the four mills of the American Woolen Company. On the 15th an agreement was effected at the Kunhardt and Atlantic mills; but the strike committee had been ignored by the proprietors of the Arlington, Duck, Pacific, United States Worsted and Pemberton mills, and the strike must there continue as before, "a fight to a finish." Not so, however. The operatives had been taught in every language that all were to go back together. Some were returning; none should be forbidden. All the mills received crowds of applicants that day and in two weeks were running full-handed.

A strike in the International Paper mill had been declared and has always been discussed as incidental to the textile strike. It was more talked about than realized, for the mill did not cease operating, and the management never admitted that a strike existed. The employees, when trouble had died down, were granted an increase.

GARMENT WORKERS — BOSTON.

On January 1 a lockout of 1,700 employees was declared by manufacturers of women's garments, in order to emphasize their objection to alleged dictation. A vice-president of the International Ladies' Garment Workers' Union brought the matter to the attention of the Board. Interviews were had with several manufacturers, but no collective action was taken by them. There was wavering on both sides, and one by one most of the shops resumed operations under varying conditions. At the beginning of February only 7 shops were

subjected to picketing. Men who had been hired under yearly contract during the difficulty became attached to the union, and the employer in one instance sought to have them enjoined from alleged practice of the various acts known as *sabotage,* injurious to the employers' property and interests. In the course of a few weeks hostility died out and the matter ceased to attract attention.

BROPHY BROTHERS SHOE COMPANY — LYNN.

An application, alleging a controversy on cutting shoes and asking for an award of prices, was received on January 5 from Stephen M. Walsh, representing 60 cutters in the employ of Brophy Brothers Shoe Company at Lynn. The Board communicated with the employer with a view to seeing if he would join in the application. Before the submission was completed, however, the Board learned on January 9 that the parties were reconciled.

A. M. CREIGHTON — LYNN.

On January 15 the cutters in the employ of A. M. Creighton presented an application for the adjustment of a dispute relative to the standing of one of their fellow employees, known as "steward of the shop's crew." The employer, in response to inquiries as to his will in the matter, stated that he would be willing to join if he knew who the man in question was. This was followed by information that the matter had been mutually adjusted.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On January 16 a joint application was received from W. L. Douglas Shoe Company and John P. Meade of Brockton, representing a controversy in the making room of the No. 3 factory upon some miscellaneous items of work in the manufacture of shoes sold to the trade for $2.25 a pair or less. The Board was on the point of announcing a hearing when, on February 19, the parties announced a settlement.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On the 23d of October, 1911, a joint application was received from L. Q. White Shoe Company of Bridgewater and F. C. Sherman, setting forth a controversy and asking the Board to award a price for heel-shaving. Other controversies referred to this Board occupied the attention of the parties and they were never quite ready to be heard upon the heel-shaving dispute. The case was terminated by the following letter: —

Bridgewater, Mass., March 18, 1912.

State Board of Arbitration, Room 128, State House, Boston Mass.,
Mr. B. F. Supple.

Dear Sir: — In the case of application between heel-shavers and L. Q. White Shoe Company, sent you some months ago, parties concerned have mutually agreed to recall application. This will complete all cases before the Board at the present time.

Yours very truly,
L. Q. White Shoe Company,
W. F. Packard;
Employees,
F. C. Sherman, *Agent.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On February 9 was received a joint application from J. H. Winchell & Co., Inc., and cloth-lining cutters at Haverhill, but owing to defects in the submission the Board mediated between the parties with a view to clarifying the issue. They met in conference on March 13 in the presence of the Board, and concluded to submit the controversy in a new application as a substitute for the one under consideration. The new application was thereupon submitted and filed. A hearing was had on March 19 and on the same day the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (21)

The following is submitted by the parties as a statement of the controversy: —

There are two sets of prices for cutting cloth linings. One set had been agreed to on May 14, 1909, for one year, and has not been changed by agreement since that day. The other set is those which have been paid through error, as alleged by the employer. When a time came for renewing the agreement the parties differed as to which set of prices should be considered.

The question submitted for determination by the Board is: "Which are the established prices?"

The decision of the Board is that the prices specified in the contract signed by both parties, dated May 14, 1909, are the established prices. The Board does not by this decision pass upon the adequacy of the prices specified.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The remainder of the controversy was the subject of further negotiation until on April 2 it was embodied in an appli-

cation, which was filed that day. The following decision was rendered on April 16, terminating the controversy: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (30)

Having considered said application, heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

CUTTING CLOTH LININGS.

	Per 12 Pairs.
Blucher bal. top doublers and quarter doublers (by agreement of the parties),	$0 01⅗
Bal. top doublers,	01⅖
Oxford top doublers and quarter doublers,	01⅖
Button Oxford top doublers and quarter doublers,	01⅖
Blucher Oxford top doublers and quarter doublers,	01⅖
Regular Oxford and button Oxford vamp linings,	01⅖
Blucher bal. quarter linings, old pattern,	02⅖
Blucher bal. quarter linings, new pattern,	02⅘

By the Board,
BERNARD F. SUPPLE, *Secretary.*

PLATER GIRLS — HOLYOKE.

The Central Labor Union of Holyoke notified the Board on February 11 of a strike of plater girls at the mills of the American Writing Paper Company that might involve all the mills of that city, and requested the Board's mediation with a view to a prompt adjustment. The Board directed an investigation at Holyoke on the 13th.

It appeared that two mills of the company had inaugurated some changes with a view to increasing efficiency, and that in certain kinds of team work it was feared that two girls would be required to do the work recently done by three. Increased speed and greater activity, it was said, increased the per-capita product more than 50 per cent. The girls asked for an increase of 25 per cent. of their former wages, or a return to the former method. The employer declined the proposition and the girls in one of the mills went out on strike on January 25. The work was transferred to another mill of the company. The girls of this mill had already the same grievances and had endured them longer, and when required to perform the labor on the transferred product, deemed it dishonorable, joined the strike through sympathy, and proffered the same demands as the others. Seventy-five young women were out and, being without organization, sought the advice and protection of the delegate body known as the Holyoke Central Labor Union.

The International Brotherhood of Paper Makers sent George J. Schneider from its headquarters at Albany, N. Y., to organize the plater girls and act in their behalf. The president of the brotherhood visited them from time to time. At the time of the Board's inquiry the organization had not been consummated, and while nearly all the girls were amenable to advice, it was feared that others more impulsive were not. The Board undertook to arrange a conference conditioned upon abstention from further hostility, saying that the prospect for a peaceful adjustment would disappear if the strike spread to other mills of the company. The Board was assured that every precaution would be taken

by the strikers and their sympathizers to prevent the strike from growing.

But an untoward event was the discharge of two men, father and son, LaVallée by name, because the father, a clerk, forbade his son, a workman, to do work that had been performed by the striking girls; and after an altercation with the local management these quit work and joined their fortunes with the girls. The strike leaders represented to the Board that this was something that could not have been foreseen and controlled by them, and it was likely that similar troubles would arise in other portions of the plants. The Board addressed itself to the employer, only to find that the two chief officers of the company were absent and had left no one with authority to control that part of the managing force that directed particular operations. No further difficulty, however, occurred while awaiting the return of the company's executives. Meanwhile 12 men had become involved, and the question of reinstating them rendered a settlement extremely difficult, for either the men had been more offensive or the management was less inclined to forgive them.

The Board, advised of its opportunity, arranged a conference at Holyoke. On February 19 an agreement was reached in the presence of the Board, which was committed to writing in the following terms: —

> The strike of plater girls and of men shall be declared off. All hands desiring to return shall be reinstated without discrimination against any because of activity in the strike. None now employed shall be discharged to make room for the returning employees.
>
> Sixteen plater girls returning to the Holyoke mill shall be given piecework.

The other plater girls of the Holyoke mill shall return to work, three to the book, at $1 a day, and as soon as possible thereafter shall be given work two to the book, at piece prices.

The plater girls of the Riverside mill shall return to work, two to the book, at $1 a day, and as soon as possible thereafter shall be paid piece prices.

The piecework system to be inaugurated contemplates two girls to the book, increased earnings and prices scaled according to the amount of finish, — a scale based upon average skill and capacity.

In no case shall the day's earnings per girl be less than $1.

It is promised and agreed that there shall hereafter be neither lockout nor strike until after a conference between the employer and the employees' committee. The committee shall have the right to call the management's attention to any grievance and, on occasion, the further right of appealing to the general manager.

The strike thereupon ended. Leading members of organized labor expressed their relief from an apprehension that the difficulty might spread.

THOMPSON BROTHERS — BROCKTON.

The following decision was rendered on March 7, 1912: —

In the matter of the joint application for arbitration of a controversy between Thompson Brothers, shoe manufacturers of Brockton, and tip-stitchers. (11)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 13 cents per 24 pairs be paid by Thompson Brothers at Brockton for stitching tips on the two-needle Singer machine, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

CUSHMAN & HÉBERT — HAVERHILL.

The following decision was rendered on March 7, 1912: —

In the matter of the joint application for arbitration of a controversy between Cushman & Hébert, shoe manufacturers, and employees in their lasting department at Haverhill. (12)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cushman & Hébert at Haverhill, for work as there performed: —

	Per 12 Pairs.
Assembling (all shoes),	$0 18
Pounding-down shoes by machine,	04½
Lasting on Consolidated machine: —	
Oxford, tipped or plain-toed,	14
Boots, tipped or plain-toed,	16

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. H. McELWAIN COMPANY — BRIDGEWATER.

On March 10 a representative of the Bridgewater lasters submitted a price list to W. H. McElwain Company, to which the following reply was made: —

MARCH 11, 1912.

Mr. ROYAL F. DANO, *Brockton, Mass.*

DEAR SIR: — Mr. Shaw called our attention this morning to the price list which you presented to him at his residence Sunday, and which we understand you wish us to put in force at once in the lasting department of our Bridgewater factory. It is our desire at all times to treat directly and frankly with our employees in any matter affecting their relations with the company. That the rights of our employees are reasonably safeguarded is evidenced by the following

detailed statement of the procedure open to them in case any decision on our part should be unsatisfactory to them: —

1. The company will welcome any suggestions and will gladly hear any complaints or requests regarding wages, hours and conditions of labor; will promptly and thoroughly investigate them; and will discuss them with any individual employee or any regular or special committee of employees.

2. The company will refer any questions on which its employees and itself are unable to agree to a local board of arbitration for settlement, and will abide by the result of such arbitration, to be effective as of the date of the request, provided its employees will assume a similar responsibility, and provided that pending the decision the employees will continue in their regular employment, such board of arbitration to be composed of five disinterested persons, residents of the town of Bridgewater, two to be chosen by the employees of the department making the request, two by the company, and the fifth by the four so chosen. If the four arbitrators are unable within seven days to agree upon a fifth member, the company is willing that Samuel P. Gates of Bridgewater should nominate the fifth member; the decision of the arbitration board to be in writing, giving the reasons upon which conclusion is based; the minority, if any, to submit a report; the entire expense of the arbitration board to be paid by the company.

We are not aware of any dissatisfaction among our employees at Bridgewater; nevertheless, should any of them desire to address us or to confer with us we are always at their service and would only request that they take the matter up through our superintendent at Bridgewater, E. F. Lunt, who will refer to us whatever questions he cannot himself determine. We must respectfully decline to consider demands of this nature which come to us from persons not in our employ and who are not interested in our organization.

We return the price list you have sent us.

Yours very sincerely,

W. H. McElwain Company.

The workmen in interest met on the evening of March 11 and voted to strike. They alleged low rates of pay and non-recognition of their union. Seventy-five lasters quit work on March 12 in pursuance of the vote and marched to the headquarters of the local union.

One of the principles of the Boot and Shoe Workers' Union, in which the local union had membership, is arbitration, safeguarded by a trade agreement. No trade agreement existed between the Bridgewater shoeworkers and the company. The employer proposed in the foregoing letter a provisional board, to be constituted in a manner that did not satisfy the workers; but they proposed to leave the dispute to State arbitrators and so notified this Board.

Mr. McElwain, responding to the Board's inquiries, at one time or another said that he did not desire to enter into a trade agreement; that the strike had been rashly undertaken and was inconsistent with the professions of the Boot and Shoe Workers' Union; that to reduce piece prices to a standard list would be unfair and ruinous; and that the amount of earnings should be considered rather than the rates of pay, since a factory having a good system would and ought to afford the workmen good earnings and at the same time yield good profit to the employer, while one having a faulty system might justly be required to pay higher rates; moreover, the McElwain Company, unlike other employers, operated its factories without any cessation.

The Bridgewater factory closed during the second week of the strike and about 560 shoeworkers were without an occupation for several weeks. A statement of the conditions of re-employment was issued by the company on March 30. The factory soon resumed operation; but it was long before it was able to run as smoothly as before, and there was a strike in the gang room. Finally, strike demonstrations came to an end; the former employees sought work elsewhere and disappeared without lifting the strike.

TEXTILE WORKERS — BARRE.

On Monday, March 11, 700 employees went out on strike from the mills of the Barre Wool Combing Company, Ltd., and the Nornay Worsted Company, two employers whose business operations were more or less combined. The length of the workwomen's week had been reduced from 56 hours to 54, and as the whole mill conformed to the shortened time it involved diminished earnings. The strike was to restore the 56 hours' pay for the shortened week plus 15 per cent. thereof, and double pay for overtime. The mill officials offered 54 hours' pay for 54 hours' labor plus 5 per cent. increase. A conference was held on March 13 but was without result. During the night of that day the proprietors lit up the mill. The strikers deemed it a preparation for the reception of strangers, forced the gates and invaded the mill property. Streams of water from the mill hose were directed against them and they dispersed.

On the 14th the selectmen of the town sought the protection of the State police, which was granted. They also notified this Board orally and stated that the strike was under the direction of the association known as the I. W. W., which the employer would not recognize. The Board communicated with Mr. John Golden of the United Textile Workers. On March 16 notice in writing was received from the chairman of the selectmen, stating concisely the facts of the difficulty. The Board sent its secretary to Barre that day, who found on arrival that one committee of strikers was endeavoring to negotiate a settlement with the employer inside the mill and another was inciting the people to riot outside.

Threats were made to destroy the power plant which supplied the electric lighting of the town. The peace conference was without result, owing to distractions caused by harangues at the entrance of the mill. The committee on hostilities was more successful, for when a freight engine backed into the mill yard there were loud declarations that the company's product should not be moved. Stones were hurled at engineer and fireman and damage done to the locomotive when the train left the yard. The police drove the strikers across the river. Mr. Frederick F. Flynn of the Massachusetts District Police, by adroitness, escaped death when a striker discharged a gun at short range. Nearly every policeman was struck, some quite severely with stones, and some at the bridge received gunshot wounds. Several strikers were wounded by blows from the policemen's sticks and received first treatment at the office of the company, to which doctors had been summoned by telephone. Arrests were made. When hostilities ceased, both parties were interviewed by the secretary, who offered the services of the Board as mediator. They took the offer under consideration, but nothing further was done on March 16.

On March 20 Deputy Sheriff Rice, charged with the maintenance of the public peace, telephoned to the Board to say that the time was opportune for a conference of parties. The secretary was sent again without delay to the scene of the difficulty. During the evening he acted as intermediary, receiving and delivering propositions and amendments; but a good understanding was not reached until long after midnight. In the forenoon of March 21 a conference of parties was had in the presence of the Board's representative at the

office of the company, the points of controversy were embodied in a list, and prices determined by agreement were affixed thereto. Both parties having agreed to the list, the strike was declared off. It was, however, impossible to induce them to return forthwith, a demonstration having been arranged. The strikers improvised a band of brass instruments and formed in marching order on the other side of the river in the afternoon. There was a heavy fall of snow while the orator, Louis Nelsen, explained to them in several languages the matter of the agreement. A long procession was formed and marched a short distance, but the instrumentalists found it impossible with chilled fingers to produce music and the celebration was indefinitely postponed on account of the weather. The next morning, March 22, all hands returned to work.

The agreement of March 21 was explicit. Instead of specifying the items of work for which the pay was increased, the former wages and rates were tabulated with the new, so that the man or woman who was paid at the rate of 12½ cents (for whatever kind of work performed) might perceive with the least mental effort that the future rate would be 13½ cents, and so on. Copies of the following list were furnished to the parties in interest and posted in conspicuous places: —

Outside Help.

Outside help shall be considered as separate and distinct from the mill help.

No objection in the future to assisting in coaling and in cleaning the boiler rooms.

Ten hours shall constitute a day, — from 6.30 A.M. to 12 M. and from 12.45 P.M. to 5.15 P.M.

Old Wage for 58 Hours.	Old Rate per Hour.	New Rate per Hour.	New Wage for 10-hour Day.
$8 00	$0 1375	$0 1551	$1 55
8 50	1465	1653	1 65
9 00	1551	1750	1 75
9 50	1638	1850	1 85
10 00	1724	1945	1 95
10 50	1810	2040	2 05
11 00	1890	2130	2 15
12 00	2070	2330	2 35

Mill Help.

Men.		Men.	
Old Rate per Hour.	New Rate per Hour.	Old Rate per Hour.	New Rate per Hour.
$0 1034	$0 1134	$0 1551	$0 1630
1120	1220	1594	1674
1206	1306	1638	1719
1250	1350	1681	1763
1293	1393	1724	1810
1336	1436	1810	1900
1379	1479	1896	1991
1422	1522	2069	2172
1465	1565	2241	2353
1508	1582		

New rate per hour to be paid for 54 hours' work; overtime one and one-quarter time.

All piecework to receive an advance of 5 per cent.

Women, minimum wage of $6 per week.

Old Rate per Hour.	New Rate per Hour.	Old Rate per Hour.	New Rate per Hour.
$0 1074	$0 1174	$0 1296	$0 1396
1158	1258	1342	1442
1250	1350	1508	1582

Boys and girls formerly getting less than $6: —

Old Wage per Week.	New Wage per Week.	Old Wage per Week.	New Wage per Week.
$5 30	$5 67½	$5 80	$6 17½
5 50	5 87½		

No discrimination to any help who desire to return to work.

There was no appearance of dissatisfaction until the arrest of Ettor, the leader of the Lawrence strike, when 500 operatives quit work as an expression of their grief. They made no demands and on the following day returned to work.

BROPHY BROTHERS SHOE COMPANY — LYNN.

On March 12, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Brophy Brothers Shoe Company of Lynn and sole-rounders. (10)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants, the Board awards that 3 cents per 12 pairs be paid by Brophy Brothers Shoe Company at Lynn for rounding tap soles with bevel knife on Planet sole-rounder (McKay-sewed work), as there performed.

By agreement of the parties this decision shall take effect as of date of January 26, 1912.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. L. WALKER & CO. — LYNN.

The following decision was rendered on March 12, 1912: —

In the matter of the joint application for arbitration of a controversy between J. L. Walker & Co., shoe manufacturers of Lynn, and channelers. (9)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants, the Board awards that there be no change in the price paid by J. L. Walker & Co. at Lynn for channeling turned soles, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A dispute arose as to whether the price paid at the time of the application was merely a payment on account pending decision. A conference of parties was held on March 26 in the presence of the Board, which resulted the next day in a mutual adjustment.

LEWIS A. CROSSETT, INC. — ABINGTON.

The following decisions were rendered on March 19: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and lasters in its employ at Abington. (7)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 1 cent per pair extra on the Flier last, and ½ cent per pair extra on the Marathon last, be paid by Lewis A. Crossett, Inc., at Abington for lasting, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and employees in the heeling department of Factory No. 2 at Abington. (8)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3 cents per 12 pairs be paid by Lewis A. Crossett, Inc., at Abington for breasting heels on power machine in Factory No. 2, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On March 25 the Board was solicited by M. A. Packard Company of Brockton to investigate prices for finishing; men qualified to pursue such investigation under the direction of the Board, and factories that would yield evidence sustaining the contention of the employer, were named. The matters in dispute related to operating the Expedite machine and blacking heels. The employees were immediately notified and both parties met for the purpose of perfecting the submission as to some details, when they found that they were more in accord than the employer had imagined.

On April 11 the shoe manufacturers' association of that city gave notice to the Board of a settlement. The applications were accordingly placed on file.

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on March 26: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and lasters in its employ at Haverhill. (17)

The parties to this case for present purposes have agreed that all lasts shall fall into three classes, as follows: —

Class 1. High-toed, or lasts that are harder to last shoes upon than lasts in Class 3.

Class 2. Extremely high-toed, or lasts very difficult to work upon.

Class 3. All ordinary lasts — those not included in the two above classes.

Samples of lasts in each classification were submitted at the hearing, and in addition lasts marked No. 34, No. 35 and No. 39 were submitted, with the request that the Board should classify them.

Having considered said application and heard the parties by their duly authorized representatives, inspected the sample lasts submitted and the lasts which are the subject-matter of the controversy, the Board awards that lasts No. 34 and No. 35 shall be deemed of Class 2, extremely high-toed and very difficult to work upon, and last No. 39 an ordinary last of Class 3, that presents no unusual difficulty.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decisions were rendered March 28: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and buffers in its employ at Haverhill. (14)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pairs.
Buffing bottoms (McKay and welt),	$0 06½
Sample,	09¾

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees. (15)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pairs.
Fair-stitching on McKay in stock room: —	
Tap-soled shoes,	$0 03½
Doubled-shanked shoes or stitching to heel,	05½
Sample, price and one-half.	
Goodyear room: —	
Stitch-separating back to heel,	03½
Wheeling edges back to heel,	03
Sample, price and one-half.	

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in its stitching department at Haverhill. (16)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill, for work as there performed: —

	Per 12 Pairs.
Stitching tips: —	
Centered tips with heavy box,	$0 04
Straight tips,	03½
Lace-row stitching: —	
Plain bal.,	02¼
Three-row bal.,	02¼
Plain Blucher bal.,	02½
Plain Blucher Oxford,	02½
Plain Oxford,	02¼
Panel quarters on Blucher bal.,	08
No. 6 stitching quarters, 3 rows,	08
Sample, price and one-half.	
Bench work, no change.	

By the Board,
BERNARD F. SUPPLE, *Secretary.*

COMMONWEALTH SHOE AND LEATHER COMPANY — WHITMAN.

On March 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Commonwealth Shoe and Leather Company and employees in its sole-fastening department at Whitman. (6)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Commonwealth Shoe and Leather Company to employees in said department at Whitman, for work as there performed: —

	Per 12 Pairs.
Goodyear stitching: —	
Fudge stitch,	$0 22
Surface stitch,	21
Around heel, price and one-half.	
Rubber soled,	21
Rubber soled, around heel (not including spring heel), price and one-half.	
Two rows,	42
Sample, price and one-half.	
Single (under 6 pairs), price and one-half.	
Roughrounding: —	
Regular,	10
Lasts: Live Wire, Belmont, J. Jones, O. G.,	12
Yellow tagged (by agreement),	12
Trims: City, Monte Carlo, Nesmith, Kite, Potay (by agreement),	12
Sample (by agreement),	12
Three-quarter aloft (by agreement),	12
Channel shank, aloft forepart (by agreement),	12
Single, under 6 pairs (by agreement),	12

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On March 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and employees in the finishing department of Factory No. 1 at Brockton. (4)

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 cents per 12 pairs be paid by W. L. Douglas Shoe Company in Factory No. 1 at Brockton for waxing and padding heels on Expedite machine (first operation on $5 shoes), as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

HUDSON WORSTED COMPANY — HUDSON.

On April 1 the Hudson Worsted Company granted an increase in wages. The next day the operatives struck to emphasize some determination not stated. In the second week there was a desire to return to work, which led to negotiations. The employer replied specifically in figures what he would pay to increase each one. The strike was declared off and it was agreed that the strikers should return on Monday April 15, which in due course they did. The company had hired no strangers and nobody in its employ was so much opposed to their fellow workers as to deserve an offensive name.

There were some employees who stayed at work during the strike because they did not know of any reason why they should quit. As is usual on the return of strikers, the busi-

ness in this case could not be immediately resumed in all its parts, and the employer so stated to two girls, saying that there would be something for them to do on Wednesday. This was an error of judgment, for it was soon discovered that the promised work could not be given before Thursday. The two girls came to the factory on Wednesday and were told to come the next day. One of the men thereupon announced a strike and called all hands out a second time. Many responded to the call.

The I. W. W. had been furnishing the strikers with spokesmen, who promptly reappeared, and, while expressing disapproval of the second strike for practical reasons, resumed control. Their demands were the discharge of the non-strikers; all former hands to return to their jobs, with 58 hours' pay for 54 hours' work. The weekly earnings when calculated by the employer's offer indicated only 8 cents less than the demand, and the Board on investigation found a new obstacle in the way of a settlement; for circumstances had changed: the company to save its business had been obliged to hire new hands and was disposed to protect them. While there was no especial need of mediation, the Board's advice was accepted. Conferences were had from time to time between the parties or their representatives until a good understanding was reached and the strike ended.

DUNN, GREEN LEATHER COMPANY — HUDSON.

On or about April 1, 60 laborers in the factory of Dunn, Green Leather Company at Hudson went on strike and were adopted by the organization known as the Industrial Workers

of the World. They were for the most part uninstructed in American ways and not acquainted with the language. After a while they dropped their connection with the I. W. W., so called, and were willing to return to work if they could only negotiate. The Board endeavored to bring about a conference, but the employer was confident of securing as many of the strikers as he cared to re-employ out of those who might be willing to return. The Board renewed its efforts on May 15 and learned that the company had all the workmen needed for its business.

PAIRPOINT MANUFACTURING COMPANY — NEW BEDFORD.

Apprehending a demand for an increase in wages by the 350 glass cutters in its employ at New Bedford, which demand was to be enforced by a strike on the following Monday, the Pairpoint Manufacturing Company closed its doors on Saturday, April 6, and posted notice of "an indefinite shutdown." Officers of the employees' national organization endeavored to interview the employer some days after the lockout, but the employer would not receive them. The general officers indicated the possibility of a strike of blowers in sympathy with the cutters and by way of reprisal, an expedient which would seriously embarrass the employer for a longer period than was desirable at a time when business was brisk. The Board mediated between the parties and brought about a meeting, which was adjourned to another day. In the meantime further advice was given and accepted by the employees, which led to an agreement.

CARPET WEAVERS — ROXBURY.

There was a strike of 147 men and women employees of the Roxbury Carpet Company on April 8. The motive, as stated to the Board, was a purpose to enforce the reinstatement of three discharged women and a 10 per cent. increase of pay. They alleged that unnecessary hardships had diminished their earnings. The Board's mediation through ten weeks, the efforts of the Central Labor Union and conferences of attorneys were alike without result. Some street disturbances engaged the attention of the Roxbury court. On April 15 an order was offered in the House of Representatives for a committee to adjust the difficulty or ascertain the responsibility. The committee on rules heard the parties and reported adversely on the adoption, and the House so voted on May 29.

The Rev. Charles A. O'Brien, in relation with both parties and seeking to bring them into accord, secured certain concessions of reinstatement, but the strikers would accept no commutation of their demands. The general president of the United Textile Workers came from another State at the Board's request to confer with him, but no agreement was reached. The reverend gentleman informed the Board on June 18 that the employer would make no further concessions.

Meanwhile the mill was operating. Some strikers had returned to the mill, others found work elsewhere, and when the strike was declared off the unemployed were taken back. Improvements were effected; earnings increased; the conditions of employment are now satisfactory.

J. J. GROVER'S SONS — LYNN, BOSTON.

On April 8 shoe cutters, 49 in number, in the employ of J. J. Grover's Sons, went out on strike, demanding that the firm abandon its shop at Boston or apply to it the award of this Board in the matter of the allied shoe manufacturers of Lynn, rendered November 21, 1911, and stated in last year's report. Thirty-seven of the strikers had been working in the firm's factory at Lynn and 12 in the shop at Boston. The Board offered its assistance to compose the difficulty and advised the parties. They met several times to determine the best form of trade agreement to regulate future relations. In the meantime the controversy was brought to an end by mutual concessions but the terms of the settlement were not published. The strike lasted four weeks and the cutters returned on May 6.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On April 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the vamping department. (19)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 16½ cents per 12 pairs be paid by Churchill & Alden Company at Brockton for vamping circular vamps on two-needle machine, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

D. WHITING & SONS — CHARLESTOWN.

A controversy between D. Whiting & Sons and employees in the engineers' department of their creamery at Charlestown had been pending since November of 1911. A like controversy at C. Brigham & Co.'s establishment in Cambridge had been settled, as reported by this Board last year, and the Whiting employees complained to the Board that there had been a tacit agreement to adjust the Charlestown difficulty by the terms of the Cambridge agreement. The Board found that the Charlestown employer desired to make certain structural changes, and recommended that the contention be postponed till a reasonable time had elapsed in which to reconstruct. The employees consented, but after several months renewed the controversy.

The Board interviewed the parties severally and brought them together in conferences, which ended in an agreement on a further suspension of the dispute from May 1 to October 1. Whether the changes should have been made by October 1 or not, the employer promised that the 8-hour day should then take effect. On October 26 an application for the services of the Board as mediator was filed. Communication with the parties revealed that the new construction had not been undertaken, but there was nothing to prevent an adjustment, except a slight difficulty in bringing them together. A conference was finally arranged on November 8, which resulted in a written agreement, as follows: —

It is agreed by and between the International Union of Steam Engineers and D. Whiting & Sons that the engineers and firemen employed by the firm shall, on and after November 10, 1912, be

employed upon a schedule in which 8 hours shall constitute a day's work; such time as the engineers or firemen may serve the firm for more than 8 hours per day shall be paid for as overtime.

J. M. O'DONNELL & CO. — BROCKTON.

The following decision was rendered on May 2: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in their finishing department at Brockton. (20)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3 cents per 12 pairs be paid by J. M. O'Donnell & Co. at Brockton for scouring top-pieces with steel or iron slugs, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

KELLY-BUCKLEY COMPANY — BROCKTON.

The following decision was rendered on May 2: —

In the matter of the joint application for arbitration of a controversy between Kelly-Buckley Company, shoe manufacturer, and employees in its finishing department at Brockton. (24)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3 cents per 12 pairs be paid by Kelly-Buckley Company at Brockton for scouring top-pieces with steel or iron slugs, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HAZEN B. GOODRICH & CO. — HAVERHILL.

The following decision was rendered on May 7: —

In the matter of the joint application for arbitration of a controversy between Hazen B. Goodrich & Co., shoe manufacturers, and employees in their packing department at Haverhill. (34)

Having considered said application, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following wages per week be paid by Hazen B. Goodrich & Co. to employees in their factory at Haverhill for packing shoes, as the work is there performed: to women, $9; and to men, as by agreement of the parties, $12.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decision was rendered on May 7: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in the treeing department of Factory No. 1 at Brockton. (2)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department of Factory No. 1 at Brockton for work as there performed: —

	Per 24 Pairs.
Patent leather, cleaned,	$0 65
Enamel, cleaned,	65
Box calf, cleaned,	30
Box calf, cleaned and filled,	35
Velours calf, cleaned,	30

	Per 24 Pairs.
Velours calf, cleaned and filled,	$0 35
Gun metal, cleaned,	30
Vici and glazed kangaroo, cleaned, filled and ironed,	60
Smooth-chrome Russia calf, cleaned and polished, one coat,	60
Gambia tanned Russia, cleaned and polished, two coats,	65
Other colored leathers, cleaned and polished, one coat,	60
Colored Spartan (willow), cleaned and polished, one coat,	60
Tan Crestan, cleaned and polished, one coat,	60
Tan oil grain, cleaned and dressed,	60
Tan Cresco, cleaned and dressed,	60
Tan box, cleaned and dressed,	60

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONNECTICUT VALLEY STREET RAILWAYS.

The passenger traffic in the valley of the Connecticut is controlled by the New York, New Haven & Hartford Railroad Company and the New England Investment and Securities Company; the trolleymen employed on the traction lines are organized in several unions, and these are federated in an "Amalgamated Association of Street and Electric Railway Employees of America." The constitution of the association has a clause providing for arbitration of disputes with their employers. In the spring of 1912 the officers of local unions proffered requests to the managers of the respective railways of that region for increase in pay and changes in working conditions. The final responses came, on the one hand, from the New York, New Haven & Hartford Railway Company at New Haven, Conn., and on the other, from the New England Investment and Securities Company at Springfield. The offer of the employers was unsatisfactory to the trolley men and both parties assumed a controversial atti-

tude. Conferences ensued and were continued through several weeks.

A similar controversy between parties in Massachusetts in 1910 was the occasion of mediation as stated in the twenty-fifth report of this Board, when the parties on the Board's advice avoided hostility by resorting to the arbitration of a special board, as the law contemplates. The Hon. Charles S. Hamlin was chairman of the chosen board, which sat in the State House. The decision was a scale of prices rather than a uniform rate. By agreement the award should remain in force to the midnight ending of May 31, 1912.

As the term approached, demands were made to abolish the scale and establish as a uniform rate 30 cents per hour. The employers would grant only another list of graded prices. The New Haven employer's offer was rejected by all the Connecticut unions in interest, and soon after, the Springfield employer's offer was rejected by the Massachusetts trolley men.

The employees were aggrieved by the alleged ignoring of their general organization, and their leaders said that it rendered their constitutional provision for arbitration inoperative.

A telegram from Springfield announcing a trolley crisis was received by the Board's secretary at 3 o'clock in the morning of June 1. He was thereupon sent to the scene of the difficulty with an offer of the Board's services as an intermediary, with a view to inducing a mutual adjustment.

The apprehension of a great trolley strike was general; for the parties, having conferred so often without success, despaired of a mutual settlement and regarded arbitration by

any tribunal as a hazard not to be incurred. The sentiment of nonpartizan observers was correctly expressed in the following article which appeared in the Sunday issue, June 2, of the " Springfield Republican " : —

The Springfield public wants no trolley strike. Let the company and its employees understand that well. There will be scant sympathy here for whichever side through obstinacy or for any other reason precipitates a labor trouble that will cause incalculable harm to the community. Springfield has had no experience with a traction strike, and it is an experience that it would gladly go without, and the community confidently expects that good sense and the importance of promoting the mutual welfare of employer and employee will govern the situation now, and will prevent the precipitation of strife that may lead no one knows whither. The street railway company has been thought to be considerate of its employees, and the trolleymen have been regarded as being a first-rate set of men. Surely, then, they can get together, and, if it should prove that they cannot, through direct negotiations, there would be no possible excuse for a refusal to submit the differences to arbitration. Nothing has yet been brought forth to show that there is any element in the situation that is not arbitrable, and the public has a right to demand that, before a strike is called, recourse be had to referees, either the State Board of Conciliation and Arbitration or a tribunal selected by the company and its employees.

The chief matters at issue are the wage scale and the recognition of the union. The trolleymen's union demand a flat rate of 30 cents an hour for all employees and a complete recognition of the union, and from these demands they have so far not receded in the least. The company has indicated its willingness to increase to some extent the present sliding wage scale and to recognize the union to a limited extent, without, however, being willing to deal with the union in matters of discipline. In the consideration of wages it should be noted that beginning January 1, 1908, the wage scale ranged from $2.05 a day for the first six months of service to a maximum of $2.50 for the seventh year and thereafter. In May, 1910, that agreement expired and a controversy arose over a new scale that was finally settled by arbitration after very full and formal hearings. The employees had agreed to a scale ranging from $2.15 to a maximum

of $2.60 in the sixth year, but after the refusal of the trustees of the New England Investment and Securities Company at first to accept it, the men themselves rejected it and demanded a flat rate of 30 cents an hour, though in the end the company was willing to adopt the scale. The arbitration board finally decided on a scale ranging from 22 cents an hour to a maximum of 26¾ in the sixth year of service, and that scale obtained until yesterday.

Arbitration two years ago ended a troublesome situation. A great deal of valuable information was brought out regarding wages and the cost of living, and the final decision gave the employees considerably more than they had originally been willing to accept. But their present demand of a flat rate of 30 cents is so much above the maximum then determined by the arbitration board that they certainly would lack justification in striking without having the matter go before an impartial tribunal. The company's claim of not being able to pay a more liberal scale than it has offered may not be justified. That is for the arbitrators to determine. A trolley strike is war, and war is the least likely of all methods of settling disputes to arrive at justice, and we assume that neither the trolley company nor its employees desire anything other than justice.

The unions took a ballot on June 3 on the question: "Are you in favor of supporting your own demands to the extent of suspension of work?" and an overwhelming majority voted in the affirmative. No day was set for a strike, but the officers announced that there would be no conference after that day. Two days later they sought a conference.

The employer accepted the Board's offer to mediate, and asked if it would be consistent to confer directly with the men on a settlement before the arrival of the Board. He was assured that it was eminently proper to do so. The inflexible attitude of the union's representatives was observed by Springfield citizens familiar with the law which assigns duties to mayors of cities in case of threatened strike, and the secretary, by their advice and the Board's direction,

made known the facts to the mayor of Springfield, who thereupon issued the following letter: —

June 5, 1912.

P. J. O'Brien, Esq., *Chairman, Trolleymen's Association, Springfield, Mass.*

My Dear Sir: — I am informed that the State Board of Conciliation and Arbitration has invited your trolleymen's association to meet them in consultation concerning the present existing conditions between the trolleymen and the Springfield Street Railway at the Kimball to-morrow night, and that this invitation so to do is declined by your association.

Under the provisions of chapter 514 of the Acts of 1909, the mayor is invested with certain functions and duties when conditions of the character which are supposed to exist between your association and the railway company obtain. Permit me to suggest to you the manifest propriety of complying with the request which has been given you by the secretary of said Board of Conciliation and Arbitration to attend that meeting.

Let me express to you the suggestion that I can see no invasion of any rights of the trolleymen by a meeting of this kind, and I can see further probability that much good can come from a consultation of this character, and to express to you both my personal and official hope that you will give it this attention, and that a committee of your body will meet the representatives of said Board in response to such invitation.

Very respectfully,

Edward H. Lathrop, *Mayor.*

A conference of parties was immediately held at the office of the company and continued during the afternoon of the next day.

At the meeting called by the Board both parties appeared and announced that a settlement had been reached while the Board was on its way to Springfield, whereby the strike had been averted by an agreement to leave whatever matters were

then in dispute to a board formed in the manner of two years previously.

After some delay, the members of a local board were selected and after much deliberation a decision was rendered; but no copy was filed with this Board.

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on June 4: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in the packing department. (35)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per Week of 55 Hours.
Stamping cartons,	$9 00
Packing regular goods,	12 00
Packing samples,	13 00
Inspecting,	12 00

By the Board,
BERNARD F. SUPPLE, *Secretary.*

TEAM DRIVERS — SALEM, BEVERLY, PEABODY, DANVERS.

On June 4, 150 men engaged in the distribution of coal as team drivers, helpers and chauffeurs in Salem, Beverly, Peabody and Danvers, went out on strike to enforce the following demands: an increase in wages of 50 cents a week for team drivers; a day of 9 hours; 40 cents an hour for overtime, and

no work on holidays; the extension of the Saturday half holiday, without loss of pay, over a period of six months. Some of the coal dealers were willing to grant some of the demands, but no compromise was effected. The employees did not seek to take their employers at a time when the public would suffer greatly from coal famine. In some cases strangers were hired to take the place of the strikers. Most of the coal dealers were of the opinion that the demands might be granted with the exception of the 9-hour day. The men were organized and appealed to their fellow workmen in neighboring towns for experienced agents to manage the strike. Mr. Nealey of Lynn, representing coal drivers of Salem, assumed charge.

Notice of strike having been received on June 6 from A. A. Silva of Gloucester, the Board went to Salem on June 7 and 10 and called upon several of the employers and upon the employees. The employers did not care to act severally. An effort was made to obtain a collective response to the Board's offer, and assurances were received that it would be considered. Before such action, however, it was learned that the parties had begun to negotiate a settlement; no further action of the Board was necessary in the circumstances. As the result of negotiations a collective offer was made by the employers to increase the Saturday half holiday period one month instead of three, as demanded; to increase the pay 50 cents a week, and the pay for overtime to 30 cents an hour, ignoring the 9-hour day. These propositions were considered and accepted on June 21, and embodied in an agreement to run two years. On the following Monday, June 24, the men returned to work.

GEORGE E. KEITH COMPANY — BROCKTON.

The following decision was rendered on June 11: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and skivers in Factories Nos. 2, 3 and 7. (39)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that in Factories Nos. 2 and 3 at Brockton, $2.75 per day be paid by George E. Keith Company for skiving vamps and tops, and that there be no change in the prices paid for skiving outside trimmings, tips, outside backstays and foxings; that there be no change in the prices paid in Factory No. 7 for skiving leather linings, inside trimmings, tongues and toe butts.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On June 11 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees. (32)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater for work as there performed: —

	Per Day of 9 Hours.
Trimming toes by machine, ...	$2 25
Putting in shanks, new method machine, ...	1 50

By agreement of the parties the decision as to trimming toes by machine shall take effect as of date of November 20, 1911.

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and Blucher trimmers. (33)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3½ cents per 24 pairs be paid by L. Q. White Shoe Company at Bridgewater for trimming Blucher shoes before vamping, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and skivers. (18)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.25 per day of 9 hours be paid by L. Q. White Shoe Company at Bridgewater to employees of average skill and capacity for skiving by the Fortuna machine.

By agreement of the parties this decision shall take effect as of date of November 15, 1911.

By the Board,

Bernard F. Supple, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on June 11: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and stitchers in its Factory No. 3 at Brockton. (31)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in Factory No. 3 at Brockton for work as there performed upon shoes sold to the trade at $2.25 per pair or less: —

	Per 24 Pairs.
Undertrimming bal., button, Blucher and Blucher bal. (held-on work),	$0 30
Stitching V in held-on work,	03
Undertrimming closed-on work (ordinary height): —	
Bal.,	14
Blucher and Blucher bal.,	14
Button,	16
Stitching V in closed-on work,	03
Undertrimming Oxford, Blucher Oxford and button Oxford (held-on work),	18
Undertrimming button Oxford, cemented on,	16

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

The following decision was rendered on June 11: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in Factory No. 3 at Brockton. (27)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.25 per day of 9 hours be paid by Churchill & Alden Company in Factory No. 3 at Brockton for cobbling and jointing, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CUSHMAN & HÉBERT — HAVERHILL.

The following decision was rendered on June 13: —

In the matter of the joint application for arbitration of a controversy between Cushman & Hébert, shoe manufacturers of Haverhill, and edgetrimmers. (41)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cushman & Hébert at Haverhill for work as there performed: —

	Per 12 Pairs
Edgetrimming: —	
Single soles, no tap (by agreement of parties),	$0 07
Single soles with veneer,	07
One-half double soles with tap: —	
Fair-stitched,	09
Not Fair-stitched,	08
Double soles to heel,	10

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY — BROCKTON.

The following decision was rendered on June 13: —

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer of Brockton, and employees in the bottoming department. (29)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by Charles A. Eaton Company at Brockton for work as there performed: —

	Per 12 Pairs
Jointing by machine,	$0 04
Rubbing stitches on welt,	01½
Knocking out innersole tacks by machine,	01¾

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

The following decision was rendered on June 13: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and jointers. (28)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 4 cents per 12 pairs be paid by Howard & Foster Company at Brockton for jointing by machine, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On June 13 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and jointers. (26)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that 4 cents per 12 pairs be paid by Churchill & Alden Company at Brockton for jointing by machine, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On June 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and employees in the solefastening department. (40)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company at Brockton to employees in said department for work as there performed: —

	Per 12 Pairs.
Goodyear welting sample and single pairs, price and one-half.	
Goodyear stitching sample and single pairs, price and one-half.	
Roughrounding: —	
Sample and single pairs, price and one-half.	
Rubber-soled, around the heel, ...	$0 18
Rubber-soled, around the heel, sample and single pairs, price and one-half.	
Leather-soled, around the heel, ...	15
Leather-soled, around the heel, sample and single pairs, price and one-half.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CUSHMAN & HÉBERT — HAVERHILL.

On June 18 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Cushman & Hébert, shoe manufacturers of Haverhill, and toe-pounders. (45)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards 4 cents per 12 pairs for toe pounding (shoes to come on rack), and double price (by agreement) for sample shoes, as the prices to be paid by Cushman & Hébert to toe-pounders in their factory at Haverhill for work as there performed.

By agreement of the parties, this decision shall take effect as of date of May 23, 1912.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WEAVERS — NEW BEDFORD.

At the beginning of July the weavers, dissatisfied with low-grade prices for webs they deemed entitled to first-class pay, expressed their objection to the textile manufacturers of New Bedford and requested the abolition of the graduated scale. The request was granted by some of the managers, but in 12 mills the scale was continued. On July 15 the weavers of the Acushnet, Booth, Bristol, Dartmouth, Gosnold, Grinnell, Hathaway, Page, Pierce, Potumska, Pierce Brothers' and Wamsutta mills, 8,000 in number, went out on strike. The 12 mills thereupon shut down and 5,000 men and women of other textile crafts were also idle for two months. A few hundreds of the strikers obtained work in

mills that had abolished the grading system with graded pay.

The problem of imperfect weaving has often been the cause of perplexity and dissatisfaction to both employer and employed. It has been variously said that a living wage could be earned by those only who wove with more looms than they could carefully operate; that some weavers were careless and others lacking skill; and that the "fixers" were to blame in failing to adjust the looms. The weavers, disclaiming responsibility for what they could not control, struck in the hope of a remedy.

The several crafts not directly at variance with their employers were dissatisfied with the idleness thrust upon them. The weavers and others, endeavoring to solve the problem and end the dispute, submitted plans which the mill managers did not accept. The Board put itself in communication with employer and employed and presented a trade agreement providing for the peaceful adjustment of future difficulties.

A desire to return to work was openly expressed in many quarters; the spinners desired to withdraw from the strike; the weavers voted to continue the contest. On Sunday, September 8, the textile council, a delegate body, advised its constituent unions to declare the strike off. The twisters and loom fixers on Monday the 9th adopted the advice; on that day the 12 mills reopened. All hands returned within two days to work at graded prices. The strikers who had found work in mills that had not adopted the obnoxious scale quit the work they had been doing and returned to their former positions on the employers' terms.

The textile council and the manufacturers' association adopted the Board's suggestion. It is the first and only conciliation agreement within the Board's knowledge ever adopted in New Bedford or in the textile industry. It provides that five members shall be selected by the textile council from the different trades in the cloth mills, and three from the manufacturers' association, and that they shall meet four times a year, and at such other times as may be deemed necessary, to discuss conditions affecting the trade, adjust differences in any line of employment and endeavor by amicable conference to keep the industrial situation in a normal and peaceful condition.

HAZEN B. GOODRICH & CO. — HAVERHILL.

On July 19 a joint application was received from Hazen B. Goodrich & Co. of Haverhill and trimming cutters, represented by Joseph F. Gardner. Owing to an accident to Mr. Gardner the matter was not fully heard until October 28, and by that time the controversy had undergone a change. The increase desired by the employees did not appear to them enough; they desired to amend the application. A letter was received from the employer, stating that there would be a new application. On November 16 both parties informed the Board that they had come to an agreement.

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on July 25: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball at Haverhill and lasters in their employ. (47)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill to employees in the lasting department for work as there performed: —

	Per 12 Pairs.
Assembling.	
Regular, plain toe,	$0 15
Regular, tip,	16
Slipping in canvas (by agreement), extra,	01
Sponging vamps (by agreement), extra,	01
Samples, price and a half.	
Pulling-over.	
Low toe with tip (by agreement),	08
Medium toe with tip,	09
High toe with tip,	10
Plain toe (by agreement),	08
Samples, price and a half.	
Side Lasting.	
Regular (by agreement),	08
Samples (by agreement), price and a half.	
Bed Machine Lasting.	
Plain toe (by agreement),	22
Low toe, tipped shoes (by agreement),	24
Medium toe, tipped shoes (by agreement),	27
High toe, regular work (by agreement),	32
Samples, price and a half.	

Extra.	Per 12 Pairs.
Leather or rubber boxes (by agreement),	$0 03
Cork boxes,	03
Colored shoes (by agreement),	03
Patent-tipped shoes (by agreement),	03

By the Board,
Bernard F. Supple, *Secretary.*

M. N. ARNOLD COMPANY — ABINGTON.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. N. Arnold Company of Abington and lasters in its employ. (42)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards ¾ cent per pair for lasting in the factory of M. N. Arnold Company at Abington, as the work is there performed with the style of last known as "Criterion."

By the Board,
Bernard F. Supple, *Secretary.*

E. T. WRIGHT & CO., INC. — ROCKLAND.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., at Rockland, and lasters in its employ. (43)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., at Rockland to employees in its lasting department, for work as there performed: —

Operating No. 5 Machine.	Per 12 Pairs.
Calf, plain-toed,	$0 28
Calf, cap and box,	30
Dull, plain-toed,	28
Dull, cap and box,	30
Russia, plain-toed,	32
Russia, cap and box,	34
Patent leather, plain-toed,	40
Patent leather, cap and box,	42
Over 8 inches high, to turn legs, extra,	02

High-toed, no change.

By the Board,
Bernard F. Supple, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees. (22)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by E. E. Taylor Company at Brockton for cutting lifting on machine, as the work is there performed.

By the Board,
Bernard F. Supple, *Secretary.*

KELLY-BUCKLEY COMPANY — BROCKTON.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Kelly-Buckley Company at Brockton and employees. (25)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.75 per day shall be paid by Kelly-Buckley Company at Brockton to persons when employed at sorting outsoles, and $2.50 shall be paid to persons when employed at casing outsoles, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

EMERSON SHOE COMPANY — ROCKLAND.

On August 6 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Emerson Shoe Company, shoe manufacturer at Rockland, and vampers. (48)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Emerson Shoe Company to employees in the vamping department of its factory at Rockland for work as there performed: —

VAMPING SHOES.

$3.50 and $4 grade: —	Per 12 Pairs.
Seamless vamps,	$0 30
Seamless vamps, English stay,	30
Seamless vamps, folded,	30

	Per 12 Pairs.
$3.50 and $4 grade — *Continued.*	
Seamless vamps, Cordovan,	$0 33
Circular vamps (by agreement),	24
Pumps, 2 rows,	32
Pumps, 1 row,	26
Third row,	08
$5 grade and over: —	
Blucher, spaced,	30
Blucher, with bar,	33
Seamless vamp, plain edge,	35
Seamless vamp, folded,	35
Seamless vamp, button,	35
Seamless vamp, button, folded,	35
Circular vamp, plain,	29
Circular vamp, folded,	29
Congress, seamless,	35
Third row in vamp,	10
½-bellows-tongue Blucher,	35
Full-bellows-tongue Blucher,	40

By agreement of the parties the decision is to take effect as of date of June 10, 1912.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

PETER J. HARNEY & SONS — LYNN.

A strike of lasters in the Lynn factory of Peter J. Harney & Sons occurred on August 19, owing to the introduction of a last to fit the contour of which was said to require more labor than ordinary. The employees demanded a higher rate of wages for the last, which they pronounced high-toed. The Board brought the parties together the next day and a conference was held, which resulted in the employer's granting the demand. On August 20 the strike was declared off and the lasters returned to work without delay.

HOTEL WORKERS — BOSTON.

Young's Hotel, the Parker House and the Hotel Touraine, of Boston, are all operated by the J. Reed Whipple Company. A cook was reprimanded by his chief for coming to his work at the Touraine an hour and a half late. The cook abandoned his job in the morning of Monday, August 26, but returned and worked all the rest of the day. A rumor circulated in the kitchen and other departments that 8 cooks were to be discharged to make places for new hands that had been engaged. The rumor found ready believers, for alleged grievances had been under discussion at the newly organized hotel workers' union, and recent difficulties in New York were represented as an earnest of trouble which threatened the hotel service in Boston. Edward Blochlinger, a leader in the New York strike, had been delegated to Boston by the International Hotel Workers' Union, and had begun to enlist disaffected employees. It was believed that he was at that moment delivering their ultimatum to the proprietors. At 7 o'clock in the evening of the 26th, when the great dining room was thronged with guests of the Touraine, 70 employees — cooks, waiters and helpers — in response to a signal whistle quit service immediately, leaving orders unfilled, went out on strike, and began to picket the railroad stations and the approaches to the hotel in order to warn off any workers who might there seek employment. The city ordinances relative to street traffic were enforced by additional police. The guests were served at first in other dining rooms of the hotel, which were less stately, and soon again in the grand dining room by waiters who were not affected by the strike.

No statement of grievances, real or fancied, had been made to the proprietor, as the cooks and waiters believed, and as the whistle falsely announced. The willing strikers departed in haste and held a meeting, at which the New York delegate was received with enthusiasm. Blochlinger explained that if the management did not know that new cooks had been engaged, the necessity of giving a strike signal was all the more pressing. Other waiters, reluctant to leave, delayed and were able to learn the surprise of the management, but they went with the strikers through fear of obloquy. Resolved to ascertain the reason of the signal, their efforts finally led to the repudiation of Blochlinger, a secession from the International Hotel Workers' Union, the adoption of by-laws contemplating peaceful negotiations of controversies, and the framing of a proposed agreement embodying such measures. The reorganized union finally included all but four members of the old and was received into the American Federation of Labor.

Meanwhile the Touraine was not so badly crippled as had been expected. It had many waiters who had been trained in foreign capitals, members of the International Geneva Association, who had no regard to the strike signal, and these and new hands thereafter served the guests. A scale of prices and list of grievances were framed and presented to the management for the first time on the second day of the strike. An agreement was reached and on the next day, August 29, all the strikers returned. Some concessions of hours and holidays had been made by the employer, but no increase of wages; the agreement applied to the three hotels of the Whipple company. Fresh demands were soon made.

" Conclusions " that did not terminate the ever-changing controversy at the Parker House were reached from time to time. Waiters, bell boys, cooks and porters left the guests in haste on September 6 when the strike whistle sounded. Their places were immediately filled. A like signal at Young's Hotel was received by the colored waiters in silent derision. The proprietor of these hotels published the facts and announced the intention to hire such new hands as might be obtained and to deal no more with the strike leader. On the 13th the whistle sounded again in the dining room of Young's Hotel, but the waiters as before refused to quit.

Blochlinger was not received at the Copley Plaza, a new hotel; an attempt to strike there resulted in discomfiture, as the union employees were satisfied with the wages and conditions. Demands that varied according to working conditions were presented from time to time to the proprietors of other hotels, and concessions were granted at Brigham's, the Adams House, Hotel Lenox, the Essex, the Brunswick, etc., sometimes without delay and sometimes after a short strike. On September 5 demands were made at The Georgian during the absence of the proprietor and a promise not to strike before his arrival was given him by telephone. He arrived shortly, but to find that the strike had been declared. He would have no dealing with the leader, but settled with a committee of his employees. A strike similar to that at The Georgian occurred on September 10 at the American House. Waiters, cooks and porters went out at the sound of the whistle, leaving guests unserved. When the employer arrived, in a few minutes, he would have no dealings with the strikers, but filled their places immediately. Despite the fact

that an agreement had been reached at the Adams House, a strike ensued and strangers were found to take the places of the former employees. The strike movement took a desultory course for many weeks, success and failure appearing fitfully at one hotel or another where the waiters' controversy had been rendered attractive or repugnant to porters, bell boys, chambermaids, dishwashers, etc. Agreements and strikes were ignored and broken. The sentiment of the people, and especially of organized labor, was opposed to the hotel workers' plan of campaign so far as it might be conjectured from their acts. Street disturbances and arrests were followed by fines; threats to "tie up everything," through sympathetic strikes of craftsmen supplying labor and materials to the hotels, were repudiated by leading members of long-established trades-unions.

The Whipple company, at a meeting of its employees, explained on September 10 its position, saying substantially that nobody should be punished for membership in any union; that the company's agreements would be kept, both with such strikers as had returned or might return and with new hands, and that it desired a trade agreement that would establish negotiation and arbitration instead of strikes. The strikers rejected the terms, but the proposition of a trade agreement was kept in mind by the less excitable members of the union and brought to an issue at a later stage. On the 16th many of the Parker House strikers returned to work. The leader of the strike and the attorney for the union besought the Board to bring about conferences; they declared that the strike signal had been given without authority, but they were frank to state that it was contrary to the fixed

policy of the International Hotel Workers' Union to make agreements not to strike without notice or to keep such agreements whenever an opportunity to strike offered advantage to the workers. In the circumstances no conferences were possible, as may well be believed, and the proprietors so informed the Board. Conciliation could not be effected, and for a stronger reason the strikers as such were disqualified for arbitration, since the law requires the reconciliation of the parties so far as to abandon hostility while questions in issue are pending before an arbitration board. The strikers were resolved to continue the strike until all were taken back; the employer would take back no more than he had room for.

At the beginning of October there was nothing in the treasury of the union with which to pay strike benefits. Many strikers had left the city to seek employment elsewhere, others had succeeded in returning to their former employers, and those who frequented the union hall demanded a change in policy. On October 11, Edward Blochlinger in a farewell address claimed as the result of his two months' labors the establishment of better wages and conditions for nearly 2,000 men and women. He then resigned his leadership, saying that his presence was required elsewhere and that the local officers were competent to finish the work which he began, and that when every worker in hotel, restaurant and café was enrolled in the books of the union, the members would gain concessions of which they had not as yet even dreamed. In a short time the hotel workers, he said, would be organized in one industrial union from shore to shore, and be able to present to the proprietors the alternative of better conditions, — a nation-wide strike. Blochlinger left the city on

the following day, and the union took up the consideration of four strikes, — those in the three Whipple hotels and the American House. Many members desired that the strikes be declared off, denounced the "I. H. W." principles as identical with those of the I. W. W. that proved so obstinate in Lawrence, and resigned their membership in the union. Other waiters departed for their native land to enlist in the war against the Turks. On October 29, the union sent to the central office in New York a set of resolutions denouncing Blochlinger's leadership.

November opened upon a new phase: the union had adopted a new set of by-laws contemplating peaceful negotiations and a form of agreement, to be proposed to every hotel management, setting forth a general plan of regulating the relations of employer and employed, safeguarding the rights of both, and such special agreements as might be made severally to conform to local requirements. On November 4, the hotel workers requested the Board to arrange a conference with the employers on a question of adopting the proposed trade agreement. Individual employers, responding to the Board's inquiries, approved the plan as suitable for collective action, and in succeeding days the Board submitted it to the officers of the Boston Hotel Association with arguments drawn from experience. The hotel proprietors declined to enter into an agreement with a union that included Edward Blochlinger as a leader; that he was unpopular and had left Boston did not exclude the possibility of his return, they said, with powers from the New York office that local members would have to respect, whether they had or had not repudiated him. The employers disclaimed any objection to unions, as such,

since they had already made trade agreements with the engineers and firemen affiliated with the American Federation of Labor. When this was reported to the employees, the local organization seceded from the International Hotel Workers' Union and was admitted into the American Federation of Labor. Having thus qualified, the hotel workers again besought the Board to renew its mediation, saying that they had removed every objection that had been urged against the agreement, that they made no demands, and only desired to repair the errors into which they had fallen. When the Board brought the matter to the attention of certain employers, they were not willing to act severally, and the matter was referred to their association; the collective response was announced on January 13, 1913: "That all matters of this nature would have to be taken up with each individual hotel and not by the association." This was reported to the employees' representatives. The several hotels took no action in the matter of a trade agreement.

LEWIS A. CROSSETT, INC. — ABINGTON.

On September 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and lasters in Factory No. 2. (44)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., for lasting in

Factory No. 2 at Abington (hand-pulling and bed machine system), as the work is there performed: —

	Per Pair.
Calf, box calf, velours, black vici, kangaroo and leathers of like nature,	$0 07
Colored leathers except colored kid,	08
Colored kid,	07½
Single pairs and samples, extra,	03
High-toed lasts, extra,	01

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on September 3: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the Goodyear-welt lasting department. (68)

Having considered said application and heard the parties by their duly authorized representatives, and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board decides that the last designated "H–12" is a high-toed last; that the last designated "H–813" is a medium-toed last.

By agreement of the parties this decision shall take effect as of date of May 3, 1912.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on September 12: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the edgemaking department. (65)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill for work on Goodyear-welt shoes, as there performed: —

	Per 12 Pairs.
Edgetrimming, including knifing: —	
Regular work, ...	$0 18
Samples, price and one-half.	
Edgesetting, one setting, regular work (by agreement of parties), ...	12
Edgesetting samples, no change.	

By agreement of parties this decision shall take effect as of date of May 23, 1912.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on September 12: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the vamping department of Factory No. 3. (66)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in the vamping department of Factory No. 3 at Brockton for work as there performed upon colored shoes: —

Vamping.	Per 24 Pairs.
Regular or Jersey bal., button boots, congress, two-needle machine,	$0 36
Circular Oxford, tongues not held, two-needle machine,	26
Blucher Oxford and Blucher, no bar, single-needle machine,	40
Blucher Oxford and Blucher with bar, single-needle machine,	46
Blucher bal., single-needle machine,	80
Extra rows, bal., button, congress, circular Oxford,	14
Jersey stays,	11

By the Board,
Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

The following decision was rendered on September 17: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the treeing department of Factory No. 1. (46)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by T. D. Barry Company in Factory No. 1 at Brockton for treeing Russia calf (washed, stains taken out, polished, one coat) and calf or Cordovan, palm finish, as the work is there performed.

By the Board,
Bernard F. Supple, *Secretary.*

BOSTON ELEVATED RAILWAY COMPANY — BOSTON.

The following report was rendered on July 22: —

In the matter of the application of former employees of the Boston Elevated Railway Company.

After an investigation pursuant to section 11, chapter 514, Acts of 1909, the State Board of Conciliation and Arbitration, having heard witnesses introduced by the strikers and those who appeared in response to the request of the Board made to the company, examined the exhibits submitted, and heard arguments of counsel, makes its report in the controversy between the striking carmen and the Boston Elevated Railway Company, to be entered upon its records.

It appears that about the 1st of May, 1912, an employee many years in the employ of the company wrote a letter to the official head of the Amalgamated Association of Street and Electric Railway Employees of America requesting him to assign an organizer to the work of forming a local union of that association among the employees of the Boston Elevated Railway Company. An organizer was sent here in response to the request, and preliminary steps in the organization of a local union were taken. Subsequently, a charter was obtained, meetings were held, officials elected, and the organization perfected in conformity with the rules and regulations of the national association.

The work of informing the employees of the company of the formation of the local union, and the advantages of membership therein, was undertaken by the charter members and other employees who were in favor of the movement. Their activity attracted the attention of the minor officials of the company, and information to that effect was communicated to superior officials. Testimony was introduced to prove that men identified with or active in the formation of the union were advised by officials of the company not to join the union, and the Board finds that the company was opposed to a local union such as these employees were joining.

A statement submitted by counsel for the company shows that during the six weeks prior to the seventh day of June, 262 men were discharged for various offences, and of this number 149 were discharged without explanation other than "unsatisfactory service." The men discharged under this designation declare that the reason given was a subterfuge to cover the fact that their services were dis-

pensed with because of the company's desire to impair the strength of the union and to serve as a warning to its employees who contemplated membership therein. The men assumed that the action of the company was an unwarranted restriction of their rights, and resented such intrusion by its officials. The course pursued by the company in dealing with the situation did not tend to abate this feeling of resentment in the men, and there developed a highly inflamed state of mind among them.

At a meeting of the union on May 31 a committee was appointed and instructed to arrange a conference with the officials of the company for the purpose of presenting the demands of the union. This committee reported at a meeting on June 3 and presented as a part of its report a letter from the company, as follows: —

President's Office, 101 Milk Street, Boston, Mass., June 3, 1912.

Messrs. William J. Niland, M. J. Walsh, P. J. Smyth, J. W. Hurley and C. H. Davis.

Dear Sirs: — We are in receipt of a communication of June 1, signed by you. We must decline to see a committee inspired by, or including, those not in our employment. We shall, however, continue our well-established policy of seeing our employees either individually or collectively.

In regard to matters pertaining to the relations between our employees and the company, we are in fact at present conferring with the committee appointed at a mass meeting at which a large majority of our employees were present.

Respectfully,

Boston Elevated Railway Company,
By William A. Bancroft, *President.*

The committee was instructed to make further efforts to secure a conference and report to the union at its next meeting. It reported in the morning of June 7 that every possible effort to arrange a conference had failed, and following its report, the official minutes of the secretary state that "there were demands from all parts of the hall for immediate action."

In response to these demands, and notwithstanding the advice of the officials of the union, a vote to strike was carried. The result of this vote, as reported in the minutes of the meeting, was 1,598 to 8. This action was followed by a unanimous vote that the strike take place immediately.

The number of employees discharged with no explanation other than "unsatisfactory service" had obviously aroused the temper of the men to a point beyond control, and the fact was disclosed that they were convinced that these employees had been discriminated against because of their activity in the formation of the union or in its affairs.

They were not in a condition of mind to deliberate further when informed by the committee's report of the failure of its attempt to secure a conference, and that the company maintained its attitude as defined in its letter of June 3.

The contention of counsel for the striking carmen that a man "now holding a responsible place in the employ of the Boston Elevated Railway Company . . . precipitated the strike when the men themselves had not yet determined to strike," was not supported by any evidence presented to the Board.

Following the vote to "strike at once," the record shows that the men were instructed "to go to their respective barns and notify all members of the organization that the strike was on," and, as a result, those who took part in the meeting and those who acted in concert with them went on strike, which has since continued.

The company proceeded to fill the positions formerly occupied by the men on strike, and counsel for the company submitted a statement at the conclusion of the hearing on July 16 which purported to prove that more men were employed by the company than were in its employ on June 6, and that the car service was being maintained in its former normal condition. Therefore, counsel contended, no strike exists at the present time.

The Board does not hold this view. A strike exists so long as those who strike maintain an organization, or by concerted action continue in the endeavor to secure the object which they seek to attain.

The attitude of the people of the Commonwealth toward those who labor, whether organized or not, is embodied in our laws, and so far as they relate to employment they are set forth in sections 18 and 19 of chapter 514, Acts of 1909, as follows: —

Section 18. No person shall, by intimidation or force, prevent or seek to prevent a person from entering into or continuing in the employment of any person or corporation.

Section 19. No person shall, himself or by his agent, coerce or compel a person into a written or oral agreement not to join or become a

member of a labor organization as a condition of his securing employment or continuing in the employment of such person.

These laws make for industrial freedom alike for the individual and for organized labor. The discharge of men, if for the reason that they had become members of a labor organization or contemplated such membership, is contrary to the spirit of the law.

Upon the evidence presented, the Board finds that the men were justified in the belief that many had been discharged because of their membership in the union or their activity in its formation, and that the company was responsible therefor.

It appears by the evidence that many of the company's cars are being operated by men whose conduct does not merit the approval of the traveling public; that there has been neglect, discourtesy and insolence on the part of some of the employees; that conductors have been seen to collect fares without recording them by the device furnished for that purpose. This latter abuse of the public and the company has a decided tendency to weaken the high standard of honesty which is so essential to our social and industrial structure.

The existing controversy seriously affects the public interest, and the Board recommends to the parties that in conference they endeavor by agreement to accomplish an amicable settlement which shall be alike just to the company and its employees and the public which it is its duty to serve.

Willard Howland,
Richard P. Barry,
Charles G. Wood,
State Board of Conciliation and Arbitration.

The following report was rendered on August 6: —

In the matter of the controversy between the Boston Elevated Railway Company and the Carmen's Union of Boston and its vicinity.

The strike which has existed between the Boston Elevated Railway Company and certain of its employees was investigated by the State Board of Conciliation and Arbitration and certain findings of fact were made, and recommendations were submitted as follows: —

The existing controversy seriously affects the public, and the Board recommends to the parties that in conference they endeavor by agreement to accomplish an amicable settlement which shall be alike just

to the company and its employees and the public which it is its duty to serve.

Subsequent to these recommendations the parties met in conference and entered into an agreement for the termination of the controversy, which contained the following provision: —

Third. — The State Board of Conciliation and Arbitration to determine what men shall be taken back by the company and the time within which, and the rating at which, they shall be taken back, its decision to be final.

In accordance with the terms of this agreement the following communication was received by the Board: —

BOSTON, MASS., July 30, 1912.

State Board of Conciliation and Arbitration, State House, Boston.

GENTLEMEN: — Representing respectively the Boston Elevated Railway Company and the Carmen's Union, we enclose herewith a copy of an agreement entered into with the employees of the company, the third clause of which refers to the submission to your Board of certain differences still existing between us.

We desire to have you at your earliest convenience pass upon the subject-matter referred to in said third clause, and as you will note, your decision is to be final.

Yours very respectfully,

FREDERIC E. SNOW,
Attorney for Boston Elevated Railway Company.

JAMES H. VAHEY,
Attorney for Carmen's Union.

The Board, pursuant to this request and to the duty imposed upon it by law to endeavor by mediation to obtain an amicable settlement, has heard the parties by their duly authorized attorneys, has heard the attorney of other employees than those represented in the Carmen's Union, and determines the questions submitted as follows: —

First. — That the company shall restore to their former positions and ratings such employees as desire to return who were discharged from May 1 to June 7, 1912, for the reason designated as "unsatisfactory service," and those who voluntarily left its service on June 7, except such as have been charged before the court with the offence

of being guilty of a breach of peace or acts of violence against persons and property, and have not been acquitted; or if convicted, and appeal taken, have not been acquitted by the Superior Court.

Second. — That the men who are to be re-employed shall be returned to their employment as speedily as circumstances will permit, but all prior to Monday, August 19, 1912; and all who desire to return shall give notice to the company on or before August 16. The Board suggests that the men be returned in the order of their seniority.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On September 23 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the treeing department of Factory No. 2. (49)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, to employees in said department of Factory No. 2 for work as there performed: —

	Per 24 Pairs.
Box calf, kangaroo, glazed kangaroo, black oil and leathers of similar nature, any top except patent, cleaned and one coat of filler,	$0 30
Smooth chrome calf, velours and gun metal, cleaned, one coat of filler, marks out, tops ironed (any top except patent),	40
Smooth chrome calf, velours and gun metal, cleaned, one coat of filler, marks out, ironed all over,	45
Smooth chrome calf, velours and gun metal, cleaned, one coat of filler, marks out, no ironing,	30
Vici, black or colored, cleaned and ironed, one coat of filler (any top but patent),	60

	Per 24 Pairs.
Wax calf, Manila calf and Cordovan,	$0 65
Russia calf, cleaned, marks and stains removed and polished,	60
Wax calf, Manila calf and Cordovan with calf tops,	74
Colt skin (dull finish), cleaned,	30
Ironing tops other than those specified,	10
Ironing shoes all over other than those specified,	15

Hour work, 30 cents.

Day work (9 hours), $2.70.

Patent leather and enamel, all kinds, cleaned and tops ironed or cleaned and ironed all over; Victor calf and satin calf; single pairs and samples; lots of two or three pairs — no change.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the treeing department of Factory No. 3. (50)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, to employees in said department of Factory No. 3 for work as there performed: —

	Per 24 Pairs.
Russia calf, cleaned, marks and stains removed and polished,	$0 45
Ironing tops other than those specified,	10
Ironing shoes all over other than those specified,	15

Patent leather and enamel, all kinds, cleaned and tops ironed or cleaned and ironed all over; box calf, kangaroo, and black oil, any top but patent, cleaned and one coat of filler; smooth chrome calf, velours and gun metal, cleaned, one coat of filler, shoes ironed all over; smooth chrome calf, velours and gun metal, cleaned, one coat of filler, tops not ironed (any top but patent); vici, black or colored, cleaned and ironed all over, one coat of filler (any top but patent); colt skin, cleaned; wax calf, Manila calf and Cordovan; Victor calf and satin calf; single pairs and samples; day work — no change.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. BROWN & SONS — SALEM.

A month's strike of J. Brown & Sons' cutters at Salem paused in an agreement on October 18 concerning eligibility to the cutters' assembly and the factory status of non-members. A difference of interpretation of the agreement occasioned a renewal of the difficulty, which brought the Board upon the scene. The parties conferred in the presence of the Board. The strike was declared off and work resumed on October 23.

REGAL SHOE COMPANY — WHITMAN.

The following decision was rendered on October 1: —

In the matter of the joint application for arbitration of a controversy between Regal Shoe Company of Whitman and edgesetters. (52)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Regal Shoe Company at Whitman for the work as there performed:

Edgesetting: —	Per 12 Pairs.
Regular work,	$0 24
Extra grade,	32
Sample or window shoes, regular work, three pairs or fewer,	48
One setting,	18

By agreement of the parties this decision shall take effect as of date of June 7, 1912.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on October 3: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in the treeing department at Haverhill. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill for work as there performed: —

	Per 12 Pairs.
Black oil grain, 10 inches and over, cleaned and dressed (by agreement of parties),	$0 18
Black oil grain, low-cuts, cleaned and dressed,	12½
Russia calf, cleaned, dressed and polished (by agreement of parties),	25
Russia calf, cleaned and polished, not dressed,	23
Russia calf, or patent leather with champagne tops, cleaned and dressed,	30
Russia calf with excessive shellac, cleaned and dressed: the Board recommends that the removal of shellac be paid for by the hour.	
Patent leather, cleaned and ironed (by agreement of parties),	25
Patent leather with excessive shellac, cleaned and ironed: the Board recommends that the removal of shellac be paid for by the hour.	
Patent leather with velvet tops, cleaned and ironed (by agreement of parties),	30
Tan grain boots, 10 inches and over, cleaned and dressed (by agreement of parties),	25
Tan grain boots, low-cuts, cleaned and dressed,	25
Black and tan viscol, 10 inches and over, cleaned and dressed,	25
Black and tan viscol, low-cuts, cleaned and dressed,	20
Black gun metal calf, orange and white stitching, cleaned and ragged off: —	
Goodyear welt,	20
McKay,	17

	Per 12 Pairs.
Satin calf, cleaned and treed: —	
Goodyear welt, no change.	
McKay, no change.	
White kid and canvas, cleaned and dressed, Goodyear and McKay, no change.	
Champagne vici, cleaned and polished, Goodyear and McKay, no change.	
Tan vici, cleaned, dressed and ironed, Goodyear and McKay, no change.	
Black vici, ironed and washed, Goodyear, no change.	
Black vici, dressed two coats, ironed and dull top filled, McKay,	$0 15
Black vici, ironed and one coat of dressing, McKay, . . .	10
Black vici with patent tips, ironed and dressed and tips cleaned, McKay (by agreement of parties), ...	15
Black waterproof, cleaned and treed, Goodyear and McKay, no change.	
Gun metal and velours side, ironed, composition applied and ragged off; and cleaner on top: —	
Goodyear welt, ...	12½
McKay, no change.	
Gun metal and velours side, vamp ironed, composition applied and ragged, composition applied on B. B. top and top dulled with cleaner: —	
Goodyear welt, ...	12½
McKay, no change.	
Box calf, washed and ironed when required: —	
Goodyear welt, ...	12½
McKay, ...	09
Box calf, washed, no change.	
Bleaching (by agreement of parties), ...	04

Day work (by agreement of parties), 27 3/11 cents per hour.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

SUPPLEMENTAL DECISION.

BOSTON, October 17, 1912.

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in the treeing department at Haverhill. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill, for work as there performed: —

	Per 12 Pairs.
B. B. calf, cleaned, rubbed down with stick, toes blocked up, ragged off, composition applied: —	
Goodyear welt, ...	$0 22
McKay, ...	20

Samples, patent, tan calf, and tan grain, per pair, 3½ cents.
Other samples, per pair, 2¼ cents.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY, M. A. PACKARD COMPANY, GEORGE H. SNOW COMPANY, CHURCHILL & ALDEN COMPANY, E. E. TAYLOR COMPANY — BROCKTON.

On October 8 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between T. D. Barry Company, M. A. Packard Company, George H. Snow Company, Churchill & Alden Company and E. E. Taylor Company and insole-cutters. (57–60, 62)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid for cutting insoles by machine as the work is performed in the factories of T. D. Barry Company, M. A. Packard Company, George H. Snow Company, Churchill & Alden Company and E. E. Taylor Company at Brockton.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

On October 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer, and employees in the lasting department at Brockton. (56)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board finds that in the factory of C. S. Marshall Company at Brockton last No. 73 should be classified as high-toed and lasts Nos. 74 and 77 should not be so classified.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

APPLETON COUNTER ASSOCIATION — HAVERHILL.

On October 10 the following decision was rendered: —

In the matter of the application of William W. Appleton, Edward D. Fenlon and Thorndike D. Howe, doing business at Haverhill as trustees of the Appleton Counter Association. (71)

This application, brought to the Board under Acts of 1910, chapter 445, as amended by Acts of 1912, chapter 545, states that a strike or other labor trouble occurred on August 22, 1912, and requests the Board to determine whether the business of said association is being carried on by the petitioners in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioners, investigated the character of the business and the conditions under which it is carried on, which is the subject-matter of the application, and considered the evidence of men familiar with local conditions and of men skilled as manufacturers, the Board determines that the business of said association, which is that of manufacturing counters for shoes, in respect to which a strike or other labor trouble occurred

on August 22, 1912, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On October 15 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer, and stitchers in its factory at Brockton. (64)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.75 per day of 9 hours be paid by E. E. Taylor Company at Brockton to the head sample stitcher (so called); that there be no change in the price paid to other employees stitching samples.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — NEW BEDFORD.

On October 15 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer, and Goodyear stitchers in its factory at New Bedford. (69)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 18 cents per 12 pairs be paid by E. E. Taylor Company at New Bedford for Goodyear stitching, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

A joint application from W. L. Douglas Shoe Company and Frank Moriarty, relative to price for an item of finishing, was received and filed on the 17th of October. A hearing was announced for the 24th and the parties so notified. On the day set for the hearing a letter, jointly signed by the parties, announced that they had come to an agreement.

HARNEY BROTHERS COMPANY — BOSTON.

On October 21 a strike of cutters took place at the factory of Harney Brothers Company in East Boston. This was immediately followed by a strike of 600 in other departments of the factory. The cutters belonged to the Knights of Labor; the others were members of the United Shoe Workers of America.

The Board brought the parties together on the 24th. Michael F. Meagher appeared for the cutters and Elmer F. Robinson for the other employees; Mr. Thomas Harney represented the employer. The employees claimed a revision of prices and recognition of the unions, but stated that important concessions might be made if Mr. Harney would consent to entering into a trade agreement. The conference was continued to October 31, but no agreement was reached until November 6. The Knights of Labor cutters entered into an agreement with the employer for one year, thus terminating their dispute. The employees belonging to the United Shoe Workers of America terminated the strike by entering into an agreement to refer the adjustment of the

controversy to this Board; and the following decisions were rendered on January 16, 1913: —

In the matter of the joint application for arbitration of a controversy between Harney Brothers Company, shoe manufacturer of Boston, and employees in the stockfitting department. (100)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Harney Brothers Company to employees in said department at Boston, for work as there performed: —

	Per 100 Pairs.
Stamping and skiving,	$0 08⅓
Shanking out,	13⅓
Rounding,	16⅔
Channelling gems,	33⅓
Turning gems,	18⅝
Cutting off, forming in and sizing out gems,	24½
Stamping innersoles, lip or gem,	03⅓
Cutting heelseats, lip or gem,	08⅓
Trimming gems,	30
Rolling gems,	06⅔

In the matter of the joint application for arbitration of a controversy between Harney Brothers Company, shoe manufacturer of Boston, and employees in the lasting department. (101)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Harney Brothers Company to employees in said department at Boston, for work as there performed: —

	Per 100 Pairs.
Tacking innersoles,	$0 25
Assembling,	1 00
Pulling-over (by agreement of parties),	1 00
Side lasting,	1 25

Lasting on No. 5 bed machine: —	Per 100 Pairs.
Russia calf,	$2 00
Patent leather,	2 25
Gun metal and dull leather, no change.	
Dongola and dull kid,	1 75
Last No. 35, ¾ of a cent per pair extra: last No. 45, ¼ of a cent per pair extra; last No. 110, ¼ of a cent per pair extra; last No. 950, no extra.	

In the matter of the joint application for arbitration of a controversy between Harney Brothers Company, shoe manufacturer of Boston, and employees in the solefastening department. (103)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Harney Brothers Company to employees in said department at Boston, for work as there performed: —

	Per 100 Pairs.
Welting (gem or leather innersoles),	$1 50
Roughrounding,	75
Stitching,	1 50

In the matter of the joint application for arbitration of a controversy between Harney Brothers Company, shoe manufacturer of Boston, and employees in the making department. (104)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Harney Brothers Company to employees in said department at Boston, for work as there performed: —

	Per 100 Pairs.
Putting up lasts, uppers and innersoles,	$0 27⅞
Upper trimming by hand,	30
Sidetack-pulling,	33⅓
Bottomtack-pulling,	25
Inseam-trimming by hand, no change.	
Cutting ends and tacking, no change.	

	Per 100 Pairs.
Tacking shanks,	$0 25
Beating welts,	25
Besto filling,	20
Cementing soles,	08⅓
Cementing bottoms,	16⅔
Laying soles,	50
Tacking heelseats,	07
Channel-turning,	20
Heelseat-nailing,	20
Cutting down heelseats,	16⅔
First last-pulling and putting away,	25
Fudge wheeling,	16⅔
Separating stitches,	33⅓
Relasting and buttoning,	30
Relasting and tying,	30
Edgesetting: —	
Regular work,	1 50
White and yellow stitch, white shoes,	1 66⅔
Second wheeling,	16⅔
Pulling lasts and putting away,	16⅔

By the Board,
BERNARD F. SUPPLE, *Secretary.*

DURGIN SHOE COMPANY — HAVERHILL.

On October 24 the following decision was rendered: —

In the matter of the application of Durgin Shoe Company, shoe manufacturer of Haverhill. (79)

This application, brought to the Board under Acts of 1910, chapter 445, as amended by Acts of 1912, chapter 545, states that a strike or other labor trouble occurred on October 4, 1912, and requests the Board to determine whether the business of said company is being carried on by the petitioner in a normal and usual manner and to the normal and usual extent.

Having considered said application and heard the petitioner, investigated the character of the business and the conditions under which it is carried on, and considered the evidence of men familiar with local conditions, of workmen and of men skilled as manufac-

turers, the Board determines that the business of said company, which is that of manufacturing shoes, in respect to which a strike or other labor trouble occurred on October 4, 1912, is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on October 29: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the heel-building department. (53)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department at Brockton for work as there performed: —

	Cents per 100 Pairs, per Height in Eighths before Compression.										
	3 3½	4 4½	5 5½	6 6½	7 7½	8 8½	9 9½	10 10½	11 11½	12 12½	13 13½
Building heels of sole leather with —											
Lifts of one size, . .	30	30	35	35	40	45	50	55	60	65	75
Lifts of various sizes, .	–	–	45	45	45	45	50	55	60	65	70
Building heels of various materials with two-eighths base and —											
Lifts of one size, . .	25	25	25	25	30	35	40	45	50	55	60
Lifts of various sizes, .	27½	27½	27½	27½	27½	32½	37½	42½	47½	52½	57½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

In the autumn a controversy arose in the cutting department of W. & V. O. Kimball at Haverhill, relative to the day price for sorting and for hand and machine cutting, etc. Ten items of work were included in the discussion. A joint application was filed with the Board on November 7. Subsequently, on the same day, a joint letter was received, announcing a settlement by agreement.

J. M. O'DONNELL & CO. — BROCKTON.

The following decision was rendered on November 7: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers of Brockton, and employees in the finishing department. (63)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. M. O'Donnell & Co., at Brockton, for work as there performed: —

	Per Day of 9 Hours.
Gumming foreparts and full bottoms, ...	$2 75
Polishing stained foreparts, ...	2 75
Rolling, faking and brushing shanks and faking and brushing top-pieces; rolling, faking and brushing black foreparts and rolling top-pieces — no change.	
Wheeling around stitch and wheeling cut and breast, . . .	2 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered November 12: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the bottoming department. (74)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pairs.
Leveling McKay shoes, regular or "Annex," channels to be drawn on foreparts,	$0 03¾
Leveling green-tagged shoes,	06
Wheeling,	01¾

Leveling or wheeling samples, price and one-half.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

The following decisions were rendered November 14: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and lasters in its employ. (81)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the lasts known as Keno (No. 3279), Stroller (No. 3321) and Rex (No. 3302) should be classified as high-toed lasts; that the Marvel (No. 3251) and Dixie (No. 3169) lasts should not be so classified.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees. (77)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that there be no change in the price paid by Lewis A. Crossett, Inc., at Abington for receiving, sorting and distributing cartons, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

ROCKPORT GRANITE COMPANY — ROCKPORT.

J. A. Nash, agent of firemen and engineers, called the Board's attention on November 16 to a controversy with the Rockport Granite Company concerning the interpretation of a contract by which engineers and firemen were to receive certain stipulated wages for ordinary work and a fixed wage for operating a "skeleton" engine. Extensive changes in the plant having been effected which brought about a substitution of compressed air for steam as the motive power of hoisting apparatus, the wage stipulated for a skeleton engine was not paid, on the ground that it was no longer a skeleton engine since force was transmitted to it by another medium than steam. The employees contended that a skeleton engine was such from whatever source the power was derived, and that the contention of the employer was not good, since the word "steam" did not appear in the contract. The Board gave suitable advice and explained the law relative to local boards of arbitration. Subsequently,

the matter was referred to a local board and decided in favor of the employer, but no copy of the decision was filed with this Board.

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on November 21: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and employees in the Goodyear welt department. (70)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball at Haverhill, to employees in said department for work as there performed: —

	Per 12 Pairs.
Pulling first tacks by machine,	$0 02
Welting, gem innersoles,	15
Pulling second tacks,	02
Beating welts,	02
Cementing bottoms,	01
Cementing soles by hand,	01
Cementing soles by machine,	01
Sole-laying,	03½
Nailing heel seats,	01¾
Rapid stitching,	18
Leveling, stitched-aloft,	03
Heel-seat shaving,	01½

Samples, price and one-half.

By agreement of the parties this decision shall take effect as of date of May 23, 1912.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WARREN COTTON MILLS — WARREN.

On November 22 a strike of 250 operatives occurred in the Warren cotton mills to emphasize certain alleged grievances, the principal one of which appeared to be a desire for the dismissal of one of the overseers. Notice of the difficulty was received from the selectmen, and the Board had several conferences with the parties in question, but neither party would concede a point. After some hesitation the employees were persuaded to submit their controversy to arbitration, which they did in an application to this Board; the employer was furnished with a copy thereof and requested to join, but he formally declined to do so. A rumor having reached the weavers and others that evictions from the company's tenements were about to begin, practically all of them left quite suddenly for Connecticut, resisting all efforts to retain them.

CUT-SOLE WORKERS — LYNN.

On the 27th of November notice of a strike of cut-sole workers was received from a representative of the employees. The employees in question were willing to return to work under an award, or to confer with the employers on a mutual adjustment. The employers, being interviewed by the Board, stated that the strike, which was none of their seeking, was decidedly in their favor; for at this season they were taking account of stock, as also were their customers; orders were light and they had no desire to manufacture any more goods at present. This was reported to the employees and no further action was taken.

VICTORIA SHOE COMPANY — BOSTON.

At the factory of the Victoria Shoe Company, in East Boston, 15 cutters belonging to the Knights of Labor went on strike on December 5 to enforce a new price list. The next day 100 United Shoe Workers, stitchers and others, quit work in sympathy. The factory did not suspend operations.

On December 10 notice was received from the Knights of Labor cutters, with a request to procure an adjustment. Interviews for the purpose of arranging a conference to consider a proposed agreement were severally held, but no hope of a change was derived from any communication. There was an exchange of civilities, but no approach to an agreement. Consent of all parties having been obtained, a conference was assigned to December 27, but at the time appointed one of them defaulted. The strike then entered a more difficult phase.

A conference was finally held in the presence of the Board on January 8, 1913. Mr. J. P. Ramsey appeared for the company and Elmer F. Robinson for the striking members of the United Shoe Workers of America. Two points of controversy were discussed, — recognition of the union and revision of wage list. The union employees demanded both; the employer refused both. It appeared that for a settlement one of the points might be waived, but neither party would say that he would concede anything. Each was requested to say whether he would enter into an agreement on one of these two propositions, and if so, which: —

1. The firm will recognize the union and take back all former employees without change of price or wage in vogue at the time of the strike.

2. The firm will raise the prices and take back all without discrimination, but will not recognize the union.

Both desired time for reflection, and the conference adjourned until such time as might be announced by this Board; in the meantime an answer in writing was to be sent to the Board in confidence. If the answers afforded any hope of agreement the Board would announce another day for further conference.

Replies were received by mail, and on January 23 the following letter was sent: —

Messrs. J. P. Ramsey and Elmer F. Robinson, *representing the Respective Parties to a Controversy concerning the Victoria Shoe Company.*

Gentlemen: — This Board, ever ready to assist parties in composing difficulties, sees nothing in your attitude to warrant a hope of immediate agreement, but should the attitude change and circumstances become more favorable, it would be pleased to take the matter up once more. I send this for your information and to acknowledge receipt of your respective letters of January 13 and 15.

Respectfully yours,
Bernard F. Supple, *Secretary.*

The cutters were not a party to the January negotiations; but their agent inquired from time to time concerning the progress of mediation in the stitching and other controversies. The attitude of the employer towards the Knights of Labor, the United Shoe Workers and other organizations was the same, and the cutters' agent was so informed. No further action was taken on any side and the employer has operated the factory.

LEWIS A. CROSSETT, INC. — ABINGTON.

The following decision was rendered on December 10: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and welters. (78)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that for welting cork-soled shoes (complete operation), 66 cents per 12 pairs, or 40 cents per hour, be paid by Lewis A. Crossett, Inc., at Abington, for work as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL — HAVERHILL.

The following decision was rendered on December 12: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball, shoe manufacturers of Haverhill, and sole-leather workers. (82)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $16.50 per week of 55 hours be paid by W. & V. O. Kimball at Haverhill for sole-cutting, sole-sorting and putting up stock, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

The following decision was rendered on December 17: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and patent-leather painters. (75)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day of 9 hours be paid by E. E. Taylor Company of Brockton for painting patent-leather tips or sides, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

M. SHORTELL & SON — SALEM.

On December 17 the following decision was rendered: —

In the matter of the application of M. Shortell & Son, shoe manufacturers of Salem. (105)

This application, brought to the Board under Acts of 1910, chapter 445, as amended by Acts of 1912, chapter 545, requests the Board to determine whether the business of said firm is being carried on by the petitioners in a normal and usual manner and to the normal and usual extent. The business in question is that of manufacturing shoes, in respect to which strikes and other labor troubles occurred in October and November of the current year.

Having considered said application and heard the petitioners, investigated the character of the business and the conditions under which it is carried on, and considered evidence of local conditions, the Board determines that said business is being carried on in the normal and usual manner and to the normal and usual extent.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

REGAL SHOE COMPANY — WHITMAN.

On December 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Regal Shoe Company of Whitman and welters in its employ. (72)

Said application submits the question, "How much, if anything, is due from one party to the other by reason of differences, if any, between present prices as per schedule annexed and the award?" The petitioners do not agree upon a day on which this decision should take effect.

Having considered said application, heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Regal Shoe Company at Whitman for the work as there performed: —

WELTING.	Per 12 Pairs.
Shoes selling for less than $5,	$0 21
Shoes selling for $5 or more,	22
Five pairs or fewer, samples and window shoes, price and one-half.	
Walpole welt,	44
Stroebeck insole, no extra.	
Imitation turn, no extra.	
Cushion insole,	24
Nature's Doctor,	24
Long counter, no extra.	

The Board does not find that anything is due from one party to the other by reason of differences between the above prices and those which were paid at the time of the application, and does not find any reason to suspend the rule that decisions shall take effect from the day on which they are rendered.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY, CHURCHILL & ALDEN COMPANY — BROCKTON.

On December 27, five applications, relative to prices in Brockton for lasting shoes according to the Rex system, were received from the secretary of the Brockton Shoe Manufacturers' Association and the agent of the lasters. The employers in interest were the George E. Keith Company and the Churchill & Alden Company. A hearing was assigned to January 7, 1913, and the parties were so notified, but on January 2 both parties requested a postponement. A further motion for a postponement was subsequently made, and after the delays which were thus occasioned the hearing was assigned to January 21. On the way to the State House it appeared to the parties that an agreement might be reached, and on their joint request the hearing was converted into a conference, which terminated in a provisional agreement pending a further conference on the question of a settlement. A further conference was had and a permanent agreement was reached. The following communication was sent to the Board: —

Brockton, Mass., January 21, 1913.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

Gentlemen: — Referring to the applications for arbitration submitted to you by Churchill & Alden Company and George E. Keith Company and lasters in their employ, we are pleased to advise you that the matters in controversy were settled by mutual agreement at

the office of your Board (copy enclosed), and we request that the applications referred to be disposed of in conformity with your rules.

Respectfully,

CHURCHILL & ALDEN COMPANY,
By T. J. EVANS.
GEORGE E. KEITH COMPANY,
By T. J. EVANS.
W. J. COLLINS,
Agent for Employees.

HUCKINS & TEMPLE COMPANY — MILFORD.

On January 7, 1913, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Huckins & Temple Company, shoe manufacturer of Milford, and employees in the treeing department. (102)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Huckins & Temple Company to employees in said department at Milford for work as there performed: —

	Per 12 Pairs.
Patent leather (cleaned and ironed; tops dressed): —	
Blue-tagged (by agreement),	$0 36
Pink-, white-, or yellow-tagged,	32½
Russia (cleaned and washed; coat of dressing and rag polish): —	
Blue-tagged (by agreement),	30
Pink-, white-, and yellow-tagged, no change.	
Gun metal (cleaned, ironed, coat of filler and coat of bloomer): —	
Blue-, pink-, white-, or yellow-tagged,	21
Velours (cleaned, ironed, coat of dressing and coat of bloomer): —	
Blue-, pink-, white-, or yellow-tagged,	21
Box calf (cleaned, ironed and one coat of dressing): —	
Blue-, pink-, white-, and yellow-tagged, no change.	

Vici and Arabian horse (cleaned, ironed and two coats of dressing): —

Blue-, pink-, white-, or yellow-tagged, ... 25

Samples (box calf, gun metal, velours, Russia, patent leather, vici, Arabian horse and kangaroo), no change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

The following decision was rendered on January 7, 1913: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers, and employees in their edgemaking department at Brockton. (99)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 22½ cents per 12 pairs be paid by Condon Brothers & Co. at Brockton for edgetrimming (including knifing), as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

SUFFOLK BREWING COMPANY — BOSTON.

The following decision was rendered on January 16, 1913: —

In the matter of the joint application for arbitration of a controversy between the Suffolk Brewing Company of Boston and employees. (115)

This is a controversy growing out of the breakage of bottles and the destruction of certain malt liquors manufactured by the Suffolk Brewing Company. There is evidence that the employee whose duty

it was to pile the boxes and cases in tiers upon the floor of the bottling department had, on previous occasions, so negligently performed that duty as to result in a warning from the employer that the piles so made by the employee were in danger of falling, and requiring of him a more careful performance of his duties in this regard.

The Board finds that the breakage, loss and damage were occasioned by the negligent manner in which the work of piling the bottles in cases was performed. Such breakage, loss and damage were accidental, but the result of such negligent performance of the work to be done is that the employer is justified in requiring the payment of the reasonable cost of the property so lost or destroyed. Upon payment of such reasonable cost no further sum is due from the employee to the employer, and the Board so determines the following questions submitted to it: "Whether the breakage was accidental; and whether any money is due the company for the damage."

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO., LUKE W. REYNOLDS COMPANY, M. A. PACKARD COMPANY, E. E. TAYLOR COMPANY — BROCKTON.

On January 23, 1913, the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between Condon Brothers & Co., Luke W. Reynolds Company, M. A. Packard Company (Factory 3), and E. E. Taylor Company, shoe manufacturers of Brockton, and treers. (85, 93, 94, 96)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by the above-mentioned shoe manufacturers at Brockton for treeing, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decision was rendered on January 23, 1913: —

In the matter of the joint applications for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and treers in Factories Nos. 2 and 3. (86, 87)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. L. Douglas Shoe Company at Brockton for treeing by the hour in Factories Nos. 2 and 3, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY, FACTORY NO. 2; CHARLES A. EATON COMPANY, GEORGE E. KEITH COMPANY, FACTORIES NOS. 2 AND 3; C. S. MARSHALL COMPANY, J. M. O'DONNELL & CO., WHITMAN & KEITH COMPANY — BROCKTON.

On January 23, 1913, the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between T. D. Barry Company (Factory No. 2), Charles A. Eaton Company, George E. Keith Company (Factories Nos. 2 and 3), C. S. Marshall Company, J. M. O'Donnell & Co., and Whitman & Keith Company, shoe manufacturers of Brockton, and treers. (84, 88–92, 95)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that 30 cents per hour be paid by the above-mentioned shoe manufacturers at Brockton for treeing, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CUSHMAN & HÉBERT — HAVERHILL.

The following decision was rendered February 6, 1913: —

In the matter of the joint application for arbitration of a controversy between Cushman & Hébert, shoe manufacturers of Haverhill, and employees in the lasting department. (97)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 cents per 12 pairs be paid by Cushman & Hébert at Haverhill for operating pulling-over machine, as the work is there performed. By agreement of the parties, double price will be paid for samples.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on March 1, 1913: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and levelers. (106)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by J. H. Winchell & Co., Inc., at Haver-

hill for leveling bottoms on Goodyear-welt, stitched-aloft shoes by the automatic machine (shoes to be pounded and wet, not sorted, by the men).

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On March 1, 1913, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in the cutting department. (98)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill for work as there performed: —

	Per 12 Pairs.
Straight foxed-Blucher top,	$0 09
Foxed button boot, top and fly on stag vamp,	14
Bal. top,	09
Foxed button boot, top and fly,	15
Seamless button boot, top and fly,	13
Button boots, top and fly, by machine: 70 per cent. of the hand price.	
Foxed Blucher-Oxford top,	09
Foxed button Oxford, top and fly,	13
Foxed button Oxford top, fly attached,	13
Tips: —	
Straight,	05
Right and left,	06
Stag vamp, foxed button Oxford: —	
Vamp, tip and foxing,	22
Top and fly,	12
Whole,	34

	Per 12 Pairs.
Foxed button Oxford: —	
Vamp, tip and foxing,	$0 19
Top and fly,	13
Whole,	32
Waved foxed-button boot (by agreement of the parties): —	
Vamp,	12
Foxing,	08
Top,	13
Fly,	06
Waved finger-foxed Blucher: —	
Foxing,	10
Top,	12
Pointed finger-foxed Blucher: —	
Foxing,	10
Top,	11

The foregoing prices are for cutting side leather.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

A controversy between A. J. Bates Company and lasters had been for three months alternately postponed and revived at their request. The Board found that the elements of a solution were patience and time to test certain changes in working conditions, and so advised. On December 31 they abandoned the controversy and later informed the Board that everything was satisfactory.

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
RICHARD P. BARRY,
CHARLES G. WOOD,
State Board of Conciliation and Arbitration.

MARCH 11, 1913.

LAW.

CONCILIATION AND ARBITRATION.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, 269; St. 1888, 261; and St. 1890, 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106 Revised Laws (amended by St. 1902, 446, and by St. 1904, 313 and 399), providing for the adjustment of labor controversies, etc., was re-enacted in St. 1909, 514, entitled "An Act to codify the laws relating to labor," which went into effect October 1, 1909. The codified law (amended by St. 1913, 444) contains the following provisions: —

[STATE BOARD.]

SECTION 10. There shall be a state board of conciliation and arbitration consisting of three persons one of whom shall, annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer, or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand five hundred dollars a year and his necessary

travelling expenses and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint, and may remove, a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall, from time to time, establish such rules of procedure as shall be approved by the governor and council, and shall, annually, on or before the first day of February make a report to the general court.

Duties and Powers.

Section 11. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once give notice to the state board; and such notice may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion it seriously affects, or threatens seriously to affect, the public welfare. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the four following sections.

Section 12. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the

same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof may, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

Section 13. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

[*Expert Assistants.*]

Section 14. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

Section 15. In all cases of investigation and inquiries made by the board, and in all proceedings before it, any member thereof may summon witnesses and may administer oaths and take testimony. The fees of such witnesses for attendance and travel shall be the same as in the case of witnesses before the superior court. Each witness shall certify in writing the amount of his travel and attendance, and the amount due to him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six of the Revised Laws, as amended by section one of chapter three hundred and sixty-nine of the acts of the year nineteen hundred and five.

[*Local Boards.*]

Section 16. The parties to any controversy described in section thirteen of this act may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall have and exercise, relative to the matters referred to it, all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten dollars for any one arbitration.

To determine whether a Business is Normal, etc.

St. 1910, chapter 445, relative to advertising for employees, was amended by St. 1912, 545 so as to read: —

Section 1. If an employer, during the continuance of a strike among his employees, or during the continuance of a lockout or other labor trouble among his employees, publicly advertises in newspapers, or by posters or otherwise, for employees, or by himself or his agents solicits persons to work for him to fill the places of strikers he shall plainly and explicitly mention in such advertisements or oral or written solicitations that a strike, lockout or other labor disturbance exists.

Section 2. The provisions of this act shall cease to be operative when the state board of conciliation and arbitration shall determine that the business of the employer, in respect to which the strike or other labor trouble occurred, is being carried on in the normal and usual manner and to the normal and usual extent. Said board shall determine this question as soon as may be, upon the application of the employer.

If any person, firm, association or corporation violates any provision of this act, he or it shall be punished by a fine not exceeding one hundred dollars for each offence.

Veterans in the Civil Service.

Revised Laws, chapter 19, as amended by St. 1905, chapter 150: —

Section 23. No veteran who holds an office or employment in the public service of the commonwealth, or of any city or town therein, shall be removed or suspended, or shall, without his consent, be transferred from such office or employment, nor shall his office be abolished, nor shall he be lowered in rank or compensation, except after a full hearing of which he shall have at least seventy-two hours' written notice, with a statement of the reasons for the contemplated removal, suspension, transfer, lowering in rank or compensation, or abolition. The hearing shall be before the state board of conciliation and arbitration, if the veteran is a state employee, or before the mayor of the city or selectmen of the town of which he is an employee, and the veteran shall have the right to be present and to be represented by counsel. Such removal, suspension or transfer, lowering in rank or compensation, or such abolition of an office, shall be made only upon a written order stating fully and specifically the cause or causes therefor, and signed by said board, mayor or selectmen, after a hearing as aforesaid.

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